



# City of San Juan Bautista

*The "City of History"*

[www.san-juan-bautista.ca.us](http://www.san-juan-bautista.ca.us)

## AGENDA

### REGULAR CITY COUNCIL MEETING

CITY HALL COUNCIL CHAMBERS  
311 Second Street  
San Juan Bautista, California

TUESDAY – APRIL 21, 2020

### ~ PUBLIC PARTICIPATION BY ZOOM ONLY ~

DO NOT ATTEND THIS MEETING IN PERSON\*

Join Zoom Meeting at <https://zoom.us/j/94382371592>

Meeting ID# 943 8237 1592

NO PASSWORD

Dial by your location +1 669 900 6833 US (San Jose)

ZOOM TUTORIAL - <https://www.youtube.com/watch?v=fMUxzrgZvZQ>

### MEETING LIVE STREAMED AT CMAPTV.ORG, CHANNEL 17

*\*All residents to follow the Governor's Shelter in Place Order and the CDC Guidelines regarding preventative measures. We can all do our part to flatten the curve and prevent further spread of COVID-19.*

*Written comments may be mailed to City Hall (P.O. Box 1420, San Juan Bautista, CA 95045), or emailed to [deputycityclerk@san-juan-bautista.ca.us](mailto:deputycityclerk@san-juan-bautista.ca.us) not later than 5:00 p.m., April 14, 2020, and will be read into the record during public comment on the item.*

1. Call to Order  
Pledge of Allegiance  
Roll Call

**6:00 PM**

2. Public Comment

3. Consent Items

All matters listed under the Consent Agenda may be enacted by one motion authorizing actions indicated for those items so designated. There will be no separate discussion of these items unless requested by a member of the City Council, a staff member, or a citizen.

#### **A. Approve Affidavit of Posting Agenda**

- B. Approve Resolution 2020-XX Ordering Preparation of an Engineer's Report for Fiscal Year 2020-21 for Valle Vista Landscape and Lighting Maintenance Assessment District No. 1
  - C. Approve Minutes of the Regular City Council Meeting of March 17, 2020
  - D. Approve a Letter of Support for Approval of HR 6469
  - E. Approve a Letter of Support to Re-open Clinic in the City
  - F. Waive Reading of Ordinances and Resolutions on Tonight's Agenda Beyond Title
4. Presentations, Informational Items and Reports
- A. Proclamation for Water Awareness Month, May 2020
  - B. Proclamation for Municipal Clerk's Week, May 3-9
  - C. Proclamation for National Public Works Week, May 17-23
  - D. Presentation by Bill Nicholson, LAFCo Executive Officer
  - E. Monthly Financial Statements
  - F. Reports from City Council Appointees to Regional Organizations and Committees
5. Action Items
- A. Consider Declaring Abatement of Certain Properties and Noticing a Public Hearing – Fire Marshal Charlie Bedolla
  - B. Approve Resolution for Issuance of a Proposition 218 Notice for Setting Solid Waste Collection Rates effective July 1, 2020 per approved Franchise Agreement
  - C. Proposal to Add Digital Content to Library Collection – Lead Library Tech Rochelle Eagen
  - D. Award a Contract for the Third Street Reconstruction Project to Chapin
  - E. Authorize the City Manager to Execute a Professional Services Agreement with RRM Design Group to Complete the Luck Park Master Plan
6. Discussion Items
- A. COVID-19 Update, and Reaffirm the City's State of Emergency
  - B. Urban Growth Boundary – Senior Planner David Mack
  - C. Water and Wastewater Update
7. Comments
- A. City Council
  - B. City Manager
  - C. City Attorney
8. Adjournment

**C**

*Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the meeting and in the City Clerk's office located at City Hall, 311 Second Street, San Juan Bautista, California during normal business hours.*

**AFFIDAVIT OF POSTING**

I, TRISH PAETZ, DO NOW DECLARE, UNDER THE PENALTIES OF PERJURY THAT I AM THE DEPUTY CITY CLERK FOR THE CITY OF SAN JUAN BAUTISTA, AND THAT I POSTED THREE (3) TRUE COPIES OF THE ATTACHED CITY COUNCIL MEETING AGENDA. I FURTHER DECLARE THAT I POSTED SAID AGENDA ON THE 17<sup>th</sup> DAY OF APRIL 2020, AND I POSTED THEM IN THE FOLLOWING LOCATIONS IN SAID CITY OF SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA.

1. ON THE BULLETIN BOARD AT CITY HALL, 311 SECOND STREET.
2. ON THE BULLETIN BOARD AT THE CITY LIBRARY, 801 SECOND STREET.
3. ON THE BULLETIN BOARD AT THE ENTRANCE TO THE UNITED STATES POST OFFICE, 301 THE ALAMEDA

SIGNED AT SAN JUAN BAUTISTA, COUNTY OF SAN BENITO, CALIFORNIA,  
ON THE 16<sup>th</sup> DAY OF APRIL 2020.



---

TRISH PAETZ, DEPUTY CITY CLERK

**RESOLUTION NO. 2020-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF  
SAN JUAN BAUTISTA ORDERING PREPARATION OF AN ENGINEER'S REPORT  
FOR FISCAL YEAR 2019-20 FOR VALLE VISTA LANDSCAPE AND LIGHTING  
MAINTENANCE ASSESSMENT DISTRICT NO. 1**

**WHEREAS**, pursuant to the Landscaping and Lighting Act of 1972 (Streets & Highways Code Section 22500 *et seq.*) ("Act"), the City levies an annual assessment in connection with its Valle Vista Landscape and Lighting Maintenance Assessment District No. 1 ("District"); and

**WHEREAS**, the City Council desires to initiate proceedings for the Fiscal Year 2020-21 levy of the assessment in connection with the District.

**NOW, THEREFORE, IT IS HEREBY RESOLVED** by the City Council of the City of San Juan Bautista as follows:

1. That City Engineer Julie Behzad be and is hereby appointed as Engineer of Work to perform all engineering work in the conduct of said proceedings.
2. That the improvements to be maintained, and operations and services in connection with the District shall be substantially unchanged from those provided for in Fiscal Years 2011-12, 2012-13, 2013-14, 2014-15, 2015-16, 2016-17, 2017-18, 2018-19 and 2019-2020: the maintenance, operation and servicing of street lighting and street landscaping within the district, as well as the maintenance, operation and servicing of lighting and landscaping associated with the detention basin, sanitary sewer pump station, and public park located within the district.
3. That the Engineer of Work hereby is directed to prepare and to file a report in compliance with Sections 22565 *et seq.* of the Act.

**PASSED AND ADOPTED** at a regular meeting of the City Council of the City of San Juan Bautista duly held on the 21<sup>st</sup> day of April, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Mary V. Edge, Mayor

**ATTEST:**

---

Laura Cent, City Clerk

**CITY OF SAN JUAN BAUTISTA  
CITY COUNCIL REGULAR MEETING  
MARCH 17, 2020  
DRAFT MINUTES**

Before calling the meeting to order, Mayor Edge announced housekeeping items including silencing cell phones, the teleconferencing information and an abbreviated agenda.

**1. CALL TO ORDER** – Mayor Edge called the meeting to order at 6:01 P.M.

**PLEDGE OF ALLEGIANCE** – Council Member Flores led the Pledge of Allegiance.

**ROLL CALL Present:** Mayor Edge, Vice Mayor Jordan, Council Members DeVries, Flores and Freeman.

**Staff Present:** City Manager Reynolds, City Attorney Mall, City Clerk Cent, Administrative Services Manager Paetz, Associate Planner Kennedy

**2. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA**

City Manager Reynolds asked if anyone joining the meeting by telephone had public comment. There was no response. Fran Fitzharris, of the San Juan Business Committee and local business owner of Brewery Twenty Five had a handout and spoke in support of a decision regarding what businesses should be closed during the local emergency. She thanked the Council for what they were doing and that her business would comply.

**3. CONSENT ITEMS**

**A. Approve Affidavit of Posting Agenda**

**B. Adopt Ordinance 2020-01 Adding Section 28 to Title 5, Banning the Use of Certain Plastics and Establishing a Sustainable Food Service Ware and Retail Bags Ordinance**

**C. Approve Minutes of the Regular City Council Meeting of February 18, 2020**

**D. Approve Resolution 2020-09 Accepting Storm Water Retention Basin/Public Improvement for the Copperleaf Subdivision (Edenbridge L.P.)**

**E. Waive Reading of Ordinances and Resolutions on Tonight's Agenda Beyond Title**

Vice Mayor Jordan made a motion to approve all items in Item 3. Consent Items. Second by Council Member Flores. Motion passed 5-0.

**4. PRESENTATIONS, INFORMATIONAL ITEMS AND REPORTS**

**A. Coronavirus Update from the San Benito County Public Health Department**

David Westrick, of San Benito County, made a presentation. The County has a shelter in place declaration. The exceptions are the same as the other seven surrounding counties. He provided handouts regarding the declaration and situation. He answered questions from council members including what businesses were exempt, and how it applied to restaurants and bars. City Manager Reynolds gave a definition of shelter in place and exceptions, and a list of essential businesses. Council Member DeVries asked about the shelter in place being a lockdown. San Benito County Sheriff Captain Eric Taylor

responded that a lockdown is not the intention but to maintain social distances. There is an enforcement component as violation is a misdemeanor. The Sherriff's Office is looking for compliance. City Attorney Mall reported that by declaring an emergency tonight, some powers and authority are granted to the City Manager. There was no public comment.

At this point in the meeting, Council Member Flores made a motion to continue all remaining items on tonight's agenda except Item 5. D. to next month's Regular Meeting on April 21, 2020. Second by Vice Mayor Jordan. Motion passed 5-0.

## **5. ACTION ITEMS**

### **D. Approve Resolution 2020-10 Proclaiming the Existence of a Local Emergency**

City Manager Reynolds presented his report. This resolution is standard procedure and provides authority to act. Costs can be tracked for FEMA and State OEM reimbursement. City Attorney Mall reported the resolution provides immunity from certain actions. She also reported the proclamation must be revisited in 60 days and renewed if necessary. There was no public comment. Council Member Flores made a motion to approve Resolution 2020-10 Proclaiming the Existence of a Local Emergency. Second by Council Member DeVries. Motion passed 5-0.

City Manager Reynolds reported there were two special events that provided public comment; the two special events will postpone and not cancel their events. One is the Fiesta Run and the other is the Rib Cook-Off. San Benito County Sherriff Captain Taylor reported now that a local emergency had been declared, the San Benito County District Attorney will prosecute hoarding and price gouging seen anywhere in the County. Council Member Freeman asked if the proclamation gave the City the ability to forego evections. City Attorney Mall responded that the Governor's executive order regarding evictions could be enforced to stop evictions and an additional declaration was not needed.

## **8. ADJOURNMENT**

Vice Mayor Jordan made a motion to adjourn. Second by Council Member Flores. Motion passed 5-0. The meeting was adjourned at 6:35 P.M.

ATTEST:

---

Mary Vasquez Edge, Mayor

---

Laura Cent, City Clerk

April 21, 2020

The Honorable Jimmy Panetta  
United States House of Representatives  
Address

Dear Representative Panetta:

As the Mayor for the City of San Juan Bautista and, as a member of the League of California Cities, I am writing to express support of HR 6467, the Coronavirus Community Relief Act and to urge you to cosponsor this bill. HR 6467 provides \$250 billion in direct aid from the federal government to local governments with a population of less than 500,000 as they face mounting challenges related to the global COVID-19 pandemic.

The scale of this global crisis is unprecedented, and so is the scope of the local government response. California cities of all sizes are coordinating across jurisdictional lines, enacting emergency measures to slow the spread of the coronavirus pandemic, taking action to protect individuals and small businesses on the economic margins, while spending such sums as necessary to protect public health.

The City of San Juan Bautista applauds Congress on the passage of the CARES Act, which provides financial assistance to meet the immediate needs of individuals and small businesses, as well as \$150 billion in direct aid to states and local governments with a population greater than 500,000 to help offset the news costs directly related to the pandemic. However, given the population threshold, only four of California's 482 cities will receive this much needed aid. HR 6467 creates a path for the other 99.2 percent of the California cities that were shut out of the CARES Act to receive direct federal aid.

The Coronavirus Community Relief Act also addresses some other gaps not covered by the CARES Act. The proposed bill allows units of local government to use allocated funds to cover losses. Section 601 of the CARES Act restricts use of funds to cover "necessary expenditures." Cities, towns, and villages will need federal assistance to persevere through the hardship resulting from rising costs and decreasing tax revenue and fees due to COVID-19. This change from the CARES Act will help local communities deal with revenue shortfalls that will happen as a result of the COVID-19 crisis.

San Juan Bautista is "the City of History." Thousands of fourth graders come every month to learn about the State's heritage at our State Historic Park, and historic Mission. We have become a ghost town. Without visitors, we lose our sales tax and lodging taxes, and our General fund has taken a 90% hit since March 17. Our economic development forecast is one that attempts to retain closed businesses, but seems to be shifting to one that estimates how many businesses will close and have to be replaced over the next many years to come.

The Coronavirus Community Relief Act also provides the necessary flexibility on how allocated funds can be used. If one city needs more funds than it is allocated, while another city does not

need all of its allocated funds, these resources can be reallocated among cities within a state to ensure they are put to their best use. This is a change from the CARES Act.

Finally, the Coronavirus Community Relief Act changes the rule regarding when a city, town, or village must certify in order to receive funds. Instead of placing a burdensome "shot clock" by which cities, towns, and villages must apply, this legislation allows more time for an applicant to request funds. Smaller cities and towns are facing unprecedented challenges and could be facing layoffs. In this environment, a "shot clock" to apply puts unneeded pressure on smaller communities in crisis.

California's local leaders are, and will continue to be for some time, on the frontlines of responding to the coronavirus outbreak in their communities and doing what is necessary to ensure the health and safety of their residents.

I urge you to support and cosponsor H.R. 6467 to ensure they have the resources to maintain the essential services their residents need, especially in this moment.

To co-sponsor the bill, please contact Bo Morris in the office of Rep. Joe Neguse at [Bo.Morris@mail.house.gov](mailto:Bo.Morris@mail.house.gov).

Sincerely,

Mary Vazquez Edge  
Mayor

On behalf of the City Council of  
The City San Juan Bautista

Cc: Deanna Sessums, LCC District Manager (via email)  
Meg Desmond, League of California Cities, [cityletters@cacities.org](mailto:cityletters@cacities.org)





# City of San Juan Bautista

## *The "City of History"*

April 21, 2020

P.O. Box 1420  
311 Second Street  
San Juan Bautista  
California 95045  
(831) 623-4661  
Fax (831)623-4093

**City Council  
Mayor**  
Mary V. Edge

**Vice V. Mayor**  
Leslie Jordan

**Councilmember**  
John Freeman

**Councilmember**  
Dan DeVries

**Councilmember**  
Cesar E. Flores

**City Manager**  
Don Reynolds

**City Clerk**  
Laura Cent

**City Treasurer**  
Chuck Geiger

Hazel Hawkins Memorial Hospital  
Board of Directors  
911 Sunset Drive  
Hollister CA 95023

### **Re: Urgent Support Needed – Reopen San Juan Bautista Clinic!**

The San Juan Bautista City Council is gravely concerned about the temporary closing of the Hazel Hawkins Community Health Clinic in San Juan Bautista. We feel that the closing of the clinic in San Juan Bautista negatively impacts many residents of the greater San Juan Bautista area who have been abandoned by the hospital district.

In this time of turmoil with the Coronavirus pandemic and the mandated shelter in place, our community has been left with uncertainty and confusion. This clinic has been in operation for several years, serving the disadvantaged families, seniors, and those living in the San Juan Canyon, the San Juan Valley, Aromas, new residents, and San Juan Bautista residents. Many of these groups have transportation issues or physical conditions which limits their ability to travel the more than ten miles to receive medical care, which was formerly available in the City of San Juan Bautista. The closure presents challenges and hardship to many of our residents who are left without access to adequate medical care.

It is vital that the clinic be reopened immediately.

The mission statement of the hospital district reads: ***"The San Benito Health Care District is a public agency that serves as a responsive comprehensive health care resource for its patients, physicians, and the health care consumers of the community."*** Unfortunately for the residents at the western end of San Benito County and San Benito County, this no longer holds true.

The City Council hereby calls on the Board of Directors of the San Benito Health Care District to reopen the San Juan Bautista clinic and restore responsive comprehensive health care access to the residents of western San Benito County.

Sincerely,

Mayor Mary Vazquez Edge

## **WAIVER OF READING OF ORDINANCES**

State law requires that an ordinance be read in its entirety prior to adoption unless the City Council waives reading beyond the title. Reading an entire ordinance at the meeting is extremely time-consuming; reading of the title alone usually gives the audience sufficient understanding of what the Council is considering.

To ensure that this waiver is consistently approved by the Council, Council should make the waiver at each meeting, thus, you should do it at this point on the Consent Agenda. The Council then does not have to worry about making this motion when each ordinance comes up on the agenda.

GC36934

## PROCLAMATION

### WATER AWARENESS MONTH – MAY 2020

WHEREAS, California's arid and semiarid climate, its ambitious and evolving economy, its continually growing population and climate change have combined to make shortages and conflicting demands the norm; and

WHEREAS, the health, welfare and quality of life for our community depends on a reliable, high quality water supply; and

WHEREAS, the state, county, cities and concerned citizens make strong efforts to foster wise decisions concerning water issues and water use; and,

WHEREAS, California has enacted legislation to promote sustainable groundwater management practices;

WHEREAS, water softeners contribute significant amounts of salt to wastewater and degrades our water supply, and results in wastewater quality that exceeds regulatory limits and hampers our recycled water efforts; and

WHEREAS, the fact that California will experience periodic droughts; whereas efficient use of water is critical not only during drought periods, **but at all times**; and

WHEREAS, during May 2020, the City of San Juan Bautista is inviting everyone to find out ways to save water both at work and at home;

**NOW, THEREFORE, the City of San Juan Bautista does proclaim May 2020 as Water Awareness Month and urge all citizens, businesses, industries, institutions and public agencies to review their water use and water systems for water use efficiency and to contact the Water Resources Association of San Benito County for water saving ideas and assistance.**

# Proclamation

51<sup>st</sup> ANNIVERSARY OF MUNICIPAL CLERKS WEEK  
May 3 - 9, 2020

*Whereas, The Office of the Municipal Clerk, a time honored and vital part of local government exists throughout the world, and*

*Whereas, The Office of the Municipal Clerk is the oldest among public servants, and*

*Whereas, The Office of the Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and*

*Whereas, Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all.*

*Whereas, The Municipal Clerk serves as the information center on functions of local government and community.*

*Whereas, Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Municipal Clerk through participation in education programs, seminars, workshops and the annual meetings of their state, provincial, county and international professional organizations.*

*Whereas, It is most appropriate that we recognize the accomplishments of the Office of the Municipal Clerk.*

*Now, Therefore, I, \_\_\_\_\_, Mayor of \_\_\_\_\_, do recognize the week of May 3 through May 9, 2020, as Municipal Clerks Week, and further extend appreciation to our Municipal Clerk, \_\_\_\_\_ and to all Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.*

*Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2019*

*Mayor*

*Attest: \_\_\_\_\_*

## **Proclamation**

### **National Public Works Week 2020**

**WHEREAS**, public works infrastructure, facilities and services are of vital importance to sustainable communities and to the health, safety and well-being of the people of this community; and,

**WHEREAS**, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers and employees from state and local governments, and the private sector, who are responsible for and must plan, design, build, operate, and maintain the transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential to serve our citizens; and

**WHEREAS**, it is in the public interest for the citizens, civic leaders and children in California to gain knowledge of and maintain a progressive interest and understanding of the importance of public works and public works programs in their respective communities; and

**WHEREAS**, this year marks the 60<sup>th</sup> annual National Public Works Week sponsored by the American Public Works Association.

**NOW, THEREFORE, I, Mary Edge**, Mayor of the City of San Juan Bautista, do hereby proclaim the week of May 17 – 23, 2020 as National Public Works Week; and I urge all our residents to join with representatives of the American Public Works Association and government agencies in activities and ceremonies designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they have made to our national health, safety, welfare and quality of life.

---

Mary V. Edge, Mayor

**City of San Juan Bautista**  
**Expenditures ~ Budget Vs. Actual**

Item #4E  
City Council Meeting  
April 21, 2020

**For the Eight Month Period Ended February 29, 2020**

<b>EXPENDITURES</b>	<b>FY19</b>	<b>FY20</b>	<b>Annual</b>		<b>YTD</b>	
<b>Fund</b>	<b>Actuals</b>	<b>Actuals</b>	<b>Budget</b>	<b>Variance</b>	<b>67%</b>	<b>Note</b>
<b>General Fund</b>	972,657	1,052,980	1,740,248	(687,268)	61%	
<b>Special Revenue Funds:</b>						
Capital Projects Fund	312,427	56,191	1,763,000	(1,706,809)	3%	<b>A</b>
Community Development	360,926	383,738	553,058	(169,320)	69%	
COPS	66,667	66,667	100,000	(33,333)	67%	
Parking & Restroom Fd	8,688	10,130	15,000	(4,870)	68%	
Gas Tax Fund	11,926	35,901	53,851	(17,950)	67%	
Affordable Housing Fund	10,911	96,796	18,877	77,919	513%	<b>B</b>
Valle Vista LLD	9,057	14,932	26,717	(11,785)	56%	
Rancho Vista CFD	2,809	1,473	40,904	(39,431)	4%	<b>D</b>
Copperleaf CFD	2,809	1,473	21,523	(20,050)	7%	<b>D</b>
<b>Development Impact Fee Funds</b>						
Public/Civic Facility	-	22,000	33,000	(11,000)	67%	
Library	-	16,000	24,000	(8,000)	67%	
Storm Drain	3,000	130,667	196,000	(65,333)	67%	
Park In-Lieu	15,000	76,667	115,000	(38,333)	67%	
Public Safety	-	16,667	25,000	(8,333)	67%	
Traffic	18,000	72,667	109,000	(36,333)	67%	
<b>Internal Service Funds:</b>						
Blg Rehab. & Replace	-	13,333	20,000	(6,667)	67%	
Vehicle Replacement	-	7,927	11,890	(3,963)	67%	
<b>Enterprise Funds:</b>						
Water:						
Operations	379,956	421,719	738,921	317,202	57%	
Capital	441,735	297,445	349,979	52,534	85%	<b>A</b>
Sewer						
Operations	441,356	766,255	1,608,450	842,195	48%	<b>C</b>
Capital	584,479	38,695	638,979	600,284	6%	<b>A</b>
<b>TOTAL Funds</b>	<b>2,669,746</b>	<b>2,547,341</b>	<b>8,203,397</b>	<b>5,656,056</b>	<b>31%</b>	

**Footnotes:**

**A** ~ Capital costs occur sporadically during the year, and do not always align with the to date percentages

**B** ~ Current year to date costs, which over budget, are offset from prior period impact funds received.

**C** ~ Costs are higher than prior year due to Sludge removal costs in the current year.

**D** ~ CFD costs anticipated at time of budget have yet to be incurred, but are expected by year end.

**City of San Juan Bautista**  
**Revenues ~ Budget Vs. Actual**  
**For the Eight Month Period Ended February 29, 2020**

Item #4E  
City Council Meeting  
April 21, 2020

<b>REVENUES</b>	<b>FY19</b>	<b>FY20</b>	<b>Annual</b>		<b>YTD</b>	
<b>Fund</b>	<b>Actuals</b>	<b>Actuals</b>	<b>Budget</b>	<b>Difference</b>	<b>67%</b>	<b>Notes</b>
<b>General Fund</b>	1,047,077	1,191,860	1,854,841	(662,981)	64%	<b>A</b>
<b>Special Revenue Funds:</b>						
Capital Projects Fund	-	484,005	1,722,000	(1,237,995)	28%	<b>D</b>
Community Development	76,866	293,210	553,058	(259,848)	53%	<b>B</b>
COPS	101,820	86,329	100,000	(13,671)	86%	
Parking & Restroom Fd	17,980	17,575	32,200	(14,625)	55%	
Gas Tax Fund	49,850	58,858	53,851	5,007	109%	<b>C</b>
Affordable Housing Fund	32,000	76,000	-	76,000		<b>E</b>
Valle Vista LLD	10,037	14,478	21,717	(7,239)	67%	
Rancho Vista CFD	-	61,829	92,744	(30,915)	67%	
Copperleaf CFD	-	22,927	34,390	(11,463)	67%	
<b>Development Impact Fee Funds:</b>						
Public/Civic Facility	19,848	82,002	25,000	57,002	328%	<b>B</b>
Library	26,700	110,313	33,000	77,313	334%	<b>B</b>
Storm Drain	69,421	2,602	80,000	(77,398)	3%	<b>B</b>
Park In-Lieu	10,465	1,309	10,000	(8,691)	13%	<b>B</b>
Public Safety	20,651	85,320	15,000	70,320	569%	<b>B</b>
Traffic	124,455	6,316	10,000	(3,684)	63%	<b>B</b>
Zone 1 TIMF	-	-	30,000	(30,000)	0%	<b>B</b>
<b>Internal Service Funds:</b>						
Blg Rehab. & Replace	37,000	25,333	38,000	(12,667)	67%	
Vehicle Replacement	40,000	40,000	60,000	(20,000)	67%	
<b>Enterprise Funds:</b>						
Water						
Operations	595,444	687,430	979,000	(291,570)	70%	
Capital	815,106	3,646	100,000	(96,354)	4%	<b>D</b>
Sewer						
Operations	613,307	709,640	1,010,600	(300,960)	70%	
Capital	254,123	33,773	600,000	(566,227)	6%	<b>D</b>
<b>TOTAL Funds</b>	<b>2,915,073</b>	<b>2,902,895</b>	<b>7,455,401</b>	<b>4,552,506</b>	<b>39%</b>	

**A** ~ increased revenue over prior year is largely due to interal fund transfers established this year to offset adminstrative costs, and capital expenses of which are covered by special revenue and enterprise funds.

**B** ~ These funds are developer derived and are recognized when received.

**C** ~ Gas tax funds are received at varying increments during the year, as such the amounts received do not always align with the year to date percentages.

**D** ~ The timing of the projects and the related revenue does not always align with the year-to-date percentages.

**E** ~ At the time of budget this revenue was not anticipated.

**City of San Juan Bautista**  
**Warrant Listing**  
**As of March 31, 2020**

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
<b>101.000 · Union Bank</b>			
<b>101.001 · Operating Acct. 1948</b>			
03/17/2020	213508	PG&E CFM	0.00
03/17/2020	213508	ACWA Health Benefits Authority	-14,891.28
03/17/2020	213510	All Clear Water Services	-5,321.03
03/17/2020	213511	at&t	-70.08
03/17/2020	213512	Brigantino Irrigation, Inc.	-144.39
03/17/2020	213513	Graniterock	-838.95
03/17/2020	213514	Hamner Jewell Associates	-175.00
03/17/2020	213515	Hollister Auto Parts, Inc.	-208.43
03/17/2020	213516	Home Depot Credit Services	-1,376.87
03/17/2020	213517	International Institute of Municipal Cler	-135.00
03/17/2020	213518	J.C.J. Electric Corp.	-389.81
03/17/2020	213519	Laura Cent -	-100.00
03/17/2020	213520	Laura Cent.	-281.25
03/17/2020	213521	Les Schwab Tires	-533.96
03/17/2020	213522	Level 1 Private Security.	-4,248.00
03/17/2020	213523	Lynn Myers Bookkeeping Services, Inc.	-543.75
03/17/2020	213524	Michael Tate	-58.44
03/17/2020	213525	Mission Linen Service	-82.84
03/17/2020	213526	Pinnacle Healthcare Hollister	-109.00
03/17/2020	213527	Revize LLC	-575.00
03/17/2020	213528	Rx-Tek	-522.00
03/17/2020	213529	San Benito County Water District	-4,030.28
03/17/2020	213530	Staples	-380.11
03/17/2020	213531	True Value Hardware	-346.27
03/17/2020	213532	United Site Services of California, Inc.	-350.75
03/17/2020	213533	Wellington Law Offices	-2,500.00
03/17/2020	213534	Wendy L. Cumming, CPA	-4,422.50
03/17/2020	213535	Yolanda Delgado.	-1,153.22
03/17/2020	213536	P G & E	-6,136.96
03/18/2020	213537	A Tool Shed, Inc.	-75.75
03/18/2020	213538	AFLAC	-290.69
03/18/2020	213539	AVAYA	-250.66
03/18/2020	213540	Clark Pest Control	-95.00
03/18/2020	213541	Clear Gov Inc.	-8,700.00
03/18/2020	213542	Delaina Gates	-78.62
03/18/2020	213543	Filomeno Garza.	-119.89
03/18/2020	213544	First Alarm	-440.37
03/18/2020	213545	Harris & Associates	-25,583.75
03/18/2020	213546	J.V. Orta's Rent A Fence	-225.00
03/18/2020	213547	John Freeman	-902.99
03/18/2020	213548	KBA Docusys	-316.30
03/18/2020	213549	Level 1 Private Security.	-756.00
03/18/2020	213550	Luz Perez -	-2,425.99



# City of San Juan Bautista

## Warrant Listing

As of March 31, 2020

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
03/18/2020	213551	Mark Woltmon	-83.70
03/18/2020	213552	Mary V. Edge	-1,199.96
03/18/2020	213553	Marysol Solorio -	-100.00
03/18/2020	213554	Monterey Bay Analytical Services	-564.30
03/18/2020	213555	P G & E	-5,748.13
03/18/2020	213556	Pet Waste Co	-175.70
03/18/2020	213557	Pinnacle Strategy	-375.00
03/18/2020	213558	Postmaster	-364.00
03/18/2020	213559	Quadient Leasing USA, Inc.	-1,175.74
03/18/2020	213560	Rocio Little -	-900.84
03/18/2020	213561	Sentry Alarm System	-552.00
03/18/2020	213562	Sprint	-113.28
03/18/2020	213563	Tri-County Fire Protection, Inc.	-598.71
03/18/2020	213564	Uline	-54.00
03/26/2020	213568	Valero Marketing & Supply	-749.01
03/26/2020	213567	US Bank	-8,750.34
Total 101.001 - Operating Acct. 1948			-111,690.89
Total 101.000 - Union Bank			-111,690.89
<b>TOTAL</b>			<b>-111,690.89</b>



## CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

**AGENDA TITLE:** Consider a Resolution Declaring the Condition of Certain Properties to Constitute a Public Nuisance and Ordering the Abatement of Weeds Thereon, and Noticing a Hearing for the Receipt of Objections to the Proposed Abatement

**MEETING DATE:** April 21, 2020

**DEPARTMENT HEAD:** Bob Martin Del Campo, Fire Chief

---

**BRIEF DESCRIPTION:** This Resolution starts the legal process for the 2020 Weed Abatement Program declaring the condition of certain properties to constitute a public nuisance due to the existence of weeds and noticing a hearing for the receipt of objections by property owners to the proposed abatement by the City.

**RECOMMENDED ACTION:** Staff recommends City Council adopt a Resolution declaring the condition of certain properties to constitute a public nuisance, ordering the abatement of weeds thereon, and noticing a public hearing for the receipt of objections to the proposed abatement.

**DEPARTMENT SUMMARY:** All year the City has a weed abatement program to reduce the fire hazard and other noxious and dangerous aspects of weeds growing on public and private property. This Resolution declares certain properties to constitute a public nuisance, orders their abatement by May 15, 2020, and sets a public hearing for May 19, 2020 and orders notice of the hearing to be sent to affected property owners. Unless the owners prior to the City's deadline abate the weeds, the City will cause the work to be performed and charge the costs as liens filed against the property on which abatement is performed.

**FINANCIAL IMPACT:** Estimated costs \$10,000 (to be recovered from property owners).

**CEQA:** N/A

## **RESOLUTION NO. 2020-XX**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA DECLARING THE CONDITION OF CERTAIN PROPERTIES TO CONSTITUTE A PUBLIC NUISANCE AND ORDERING THE ABATEMENT OF WEEDS THEREON, AND NOTICING A HEARING FOR THE RECEIPT OF OBJECTIONS TO THE PROPOSED ABATEMENT**

**WHEREAS**, Government Code Sections 39560 et seq. authorizes the City Council to declare properties in the City to be public nuisances and to abate said public nuisances by causing the removal of all noxious or dangerous weeds growing upon or in front of said properties; and

**WHEREAS**, the City of San Juan Bautista is authorized by state and local law to charge the costs of abatement to the property owner as a lien against the subjected property.

#### **NOW, THEREFORE, BE IT RESOLVED THAT:**

1. Any properties within City limits found to be in neglect are hereby declared to be public nuisances by virtue of the existence of noxious and dangerous weeds and rubbish thereon, which constitute a fire hazard, and will continue to constitute, ongoing, seasonal and recurrent public nuisances.
2. All rubbish, refuse and dirt of a flammable nature on or adjacent to said properties, and all weeds, as the same are defined in Government Code Section 39561.5, on or adjacent to said properties, unless abated by the owners thereof on or by May 15, 2019, shall be removed and abated by the City in the manner provided for by Government Code Sections 39560, et seq., and the costs thereof shall be assessed as a lien against the property and made a personal obligation of the property owner.
3. The City Council shall hear any objections to the proposed abatement of said public nuisances at the Public Hearing on Monday, May 19, 2020 at 6:00 p.m., or as soon thereafter as the matter may be heard, in the Council Chambers of the City of San Juan Bautista, City Hall, 311 Second Street, San Juan Bautista, California.
4. The City Clerk of the City of San Juan Bautista is hereby directed to cause the notice of the adoption of this Resolution and notice of the time and place when objections to the proposed abatement of said public nuisances will be heard, to be given in the manner and form provided for in Section 39567.0 of the Government Code of the State of California.

**PASSED AND ADOPTED** by the City Council of the City of San Juan Bautista at a Regular Meeting held this 21<sup>st</sup> day of April, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

---

Mary V. Edge, Mayor

---

Laura Cent, City Clerk



## CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

**AGENDA TITLE:** Issuance of a Proposition 218 Notice for Setting Solid Waste Collection Rates effective July 1, 2020 per approved Franchise Agreement

**MEETING DATE:** April 21, 2020

**DEPARTMENT HEAD:** City Manager Don Reynolds

---

**RECOMMENDED ACTION:**

Approve Resolution for Issuance of a Proposition 218 Notice for Setting Solid Waste Collection Rates effective July 1, 2020 per approved Franchise Agreement. Public Hearing set for June 16, 2020.

**BACKGROUND INFORMATION:**

The City Council of San Juan Bautista approved a franchise agreement with Recology which include a provision for an annual adjustment in rates. The Proposition 218 notice is provided to notify ratepayers of the annual maximum allowable rates effective July 1, 2020.

The franchise agreement includes several improvements to meet state mandates AB 939, AB 341, AB 1826 and SB 1383. The franchise agreement details how solid waste rates will be adjusted on an annual basis using a prescribed index-based methodology. The annual rate changes are based the consumer price index and a fuel index as the primary factors which determine the annual maximum solid waste rates. The disposal and processing costs (known as "pass through costs") are included in the annual rate adjustment process. The maximum allowed rate adjustment for non-disposal and processing costs is capped each year at 5% with any excess above the 5% carried over to the next rate year.

The rates pay for collection/disposal of garbage; collection/processing of recycling, yard waste, organics, seasonal recycling programs and public education activities to meet state regulatory requirements. The new rates

will be effective July 1, 2020. Note that the listed rates in the notice are the maximum rates and the actual rate may be lower.

The notice (see attachment) includes the current rate and the new rate effective July 1, 2020 for residential and commercial customers. The rate increase is 4.5% effective July 1, 2020. Most residents have a 32-gallon container or smaller, collected weekly. The new rate for a 32-gallon container is \$33.78 per month which is an increase of \$1.45 per month. For residents that have a 20-gallon container the new rate is \$28.07 per month or a \$1.21 increase. Note the public notice has significant detail on a variety of residential and commercial bin sizes and rates for comprehensive review.

### Proposition 218 Noticing Process

Upon Council approval, a Proposition 218 notice will be sent to all San Juan Bautista property owners to inform them of the maximum allowable solid waste collection rates effective July 1, 2020. A public hearing will be held at least 45 days after the notice is received by the affected ratepayers with a hearing date of June 16, 2020. The Proposition 218 noticing process is intended to provide rate payers advance notice and an opportunity to file a formal protest regarding the new solid waste rates. While the courts have not yet ruled that Proposition 218 applies to solid waste collection rates, in an abundance of caution, the City is following the "majority protest" proceedings set forth in Proposition 218. Statements of protest will be accepted through the public hearing on June 16, 2020. At the end of the public hearing, the City Clerk will tally and report the qualifying written protests. The Council will then certify that the written protests in opposition to the new solid waste collection rates meets or does not meet the 50 percent protest threshold. In accordance with Article XIID, Section 6, of the California Constitution, a majority protest exists if written protests against the proposed fee or charge are presented by most owners of the identified parcels." If a majority protest is not received, the Council would approve solid waste collection rates effective July 1, 2020. If a majority protest is received, the Council cannot increase the rates, and the rates will remain unchanged.

### ATTACHMENTS:

Resolution

Public Notice for San Juan Bautista

**RESOLUTION 2020-XX**

**A RESOLUTION OF CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA  
APPROVING THE ISSUANCE OF A PROPOSITION 218 NOTICE FOR MAXIMUM  
ALLOWABLE SOLID WASTE COLLECTION RATES  
EFFECTIVE JULY 1, 2020**

**WHEREAS**, a new Franchise Agreement with Recology San Benito County was approved by the City Council and commenced on November 1, 2018, and said Agreement included provisions for an annual rate adjustment process; and

**WHEREAS**, the annual rate adjustment process requires Recology San Benito County to submit its application for a rate adjustment on or before April 1, 2020 and such an application was received, and staff reviewed the rate application and found it to be complete; and

**WHEREAS**, while not currently required by law, the City Council is following the noticing procedure set forth in Article XIID §6 of the California Constitution (Proposition 218) and in accordance with Proposition 218, had authorized staff to proceed with noticing and protest proceedings for the solid waste collection rates; and

**BE IT RESOLVED**, that the City Council hereby approves the issuance of a notice of public hearing regarding the rate increase that will be effective July 1, 2020 and then hold the public hearing 45 days or more after this notice is received by the affected ratepayers. The public hearing is scheduled for June 16, 2020.

**PASSED AND ADOPTED** by the City Council at a regular meeting held this 21st day of April 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

---

Mary V. Edge, Mayor

ATTEST:

---

Laura Cent, City Clerk

# **Notice of Public Hearing**

## **Increase for Solid Waste/Recycling/Organics Collection Rates for Rate Year 2020/2021**

### **City of San Juan Bautista City Hall**

**June 16, 2020**

On June 16, 2020 at 6:00 a.m., the San Juan Bautista City Council will hold a Public Hearing to accept public input and testimony on the maximum allowable charge for solid waste collection to be effective July 1, 2020 thru June 30, 2021. Any interested person may present verbal or written input to the Council. Although the Council will consider all input, State law provides that only written protests of property owners may be counted to determine whether a majority protest to the maximum rates exists. If, at the conclusion of the public hearing, a majority protest of property owners does not exist, the Council will adopt the maximum allowable charges as approved per the franchise agreement.

The approved franchise agreement includes programs to meet state mandates AB 939, AB 341, AB 1826 and SB 1383 and includes an annual rate adjustment calculation. The rates pay for collection/disposal of garbage; collection/processing of recycling, yard waste, organics, seasonal recycling programs and public education activities to meet state regulatory requirements. The new rates will be effective July 1, 2020. The schedule of maximum rates is included in this notice. Note the listed rates are the maximum rates and the rate may actually be lower.

The tables below provide the most common residential and commercial rates; all rates are available and provided at the Integrated Waste Management Division at RMA at 2301 Technology Parkway, Hollister.

#### **Residential rates include fees for weekly garbage, recyclables, organics collection**

*Single family homes are billed bi-monthly*

<b>Cart Size</b>	<b>Prior Monthly Rate</b>	<b>Maximum 2020/21 Monthly Rate</b>	<b>Monthly Difference</b>
20-Gallon Cart	\$26.86	\$28.07	\$1.21
32-Gallon Cart	\$32.33	\$33.78	\$1.45
64-Gallon Cart	\$55.28	\$57.76	\$2.48



**Commercial /Multi-Family Collection Rate include fees weekly garbage and recycling collection**

*Commercial customers are billed monthly*

Bin Size	Prior Monthly Rate	Maximum 2020/21 Monthly Rate	Monthly Difference
64-Gallon Cart	\$55.28	\$57.76	\$2.48
96 Gallon Cart	\$83.45	\$87.19	\$3.74
1-2 Yard	\$227.41	\$237.61	\$10.20

**Commercial/Multi-Family Organics Collection Rate including fees, bin and cart sizes collected weekly**

*Commercial customers are billed monthly*

Bin Size	Prior Monthly Rate	Maximum 2020/21 Monthly Rate	Monthly Difference
64-Gallon Cart	\$33.17	\$34.67	\$1.50
96 Gallon Cart	\$50.06	\$52.31	\$2.25
1-1 Yard	\$106.39	\$111.18	\$4.79

**OFFICIAL PROTEST FROM:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ZIP Code: \_\_\_\_\_

Assessor's parcel number (the nine-digit number that appears on your property tax statement):  
\_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Protest Procedure:** A property owner may file a written protest as provided above. All protests must be received prior to the end of the public hearing. The written protest must contain the property owner's name, property address and property owner's signature. Only one protest per parcel may be counted. A majority protest exists if written protests are received by the City with respect to 50% plus one of the parcels affected by the rate change.

**The Clerk must receive any written protest via this form (mailed or delivered) to:**

**City of San Juan Bautista, City Clerk  
311 Second St., P.O. Box 1420, San Juan Bautista, CA 95045  
no later than 5 p.m. on June 15, 2020**

**Protests that are incomplete or are not received by the deadline cannot be counted.**

**No more than one protest per parcel may be submitted.**

**A written protest may also be hand delivered to the Clerk, at any time before the end of the public hearing.**



## CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

**AGENDA TITLE: PROPOSAL TO ADD DIGITAL CONTENT TO  
LIBRARY COLLECTION**

**MEETING DATE: April 21, 2020**

**DEPARTMENT HEAD: Rochelle Eagen, Library Tech Lead**

---

**RECOMMENDED ACTION:**

Invest \$1,000 in Hoopla Digital Content by Midwest Tapes

**BACKGROUND INFORMATION:**

The Library currently has 9,473 items in our collection. This includes 168 Audio books; 7,308 books; 1,659 DVDs and assorted other materials. Adding Hoopla Digital Content will add 747,644 items in assorted formats. For our patrons to gain access to these items there is a one-time cost of \$1,000. If and when a patron checks out an item there is a fee per item as noted below:

Average price per circ for Hoopla partners is approximately \$1.96 (currently closer to \$1.75 as a result of incentives provided to support libraries Sheltering in Place across the country).

**Hoopla Quantity of Material and Average per Circulation Pricing**

81,393 Audiobooks \$0.44 - \$3.99

18,123 Comics \$0.34 - \$3.99

337,110 eBooks \$0.34 - \$3.99

14,005 Movies \$0.99 - \$3.99

24,380 Television \$0.89 - \$2.99

272,633 Music Albums \$1.49 - \$1.99

FISCAL IMPACT:

The FY20 Budget includes \$2,000 for Books & Periodicals. Thus far we have spent \$700. We will continue to add print books and DVD/Blu-ray to our collection through both City and San Juan Bautista Library Auxiliary funds. On average we spend roughly \$150 - \$250 per month through both funding sources. We also receive at least 100 items that are donated each month. We do not keep all of these as most are not in lending condition or are nearly obsolete in the case of non-fiction titles. Those donated items that we do not choose to add to our collection are in turn donated to the community through our Little Free Libraries or are recycled. Based on Hoopla usage we will adjust our purchasing of physical items.

ATTACHMENTS:

1. Intro to Hoopla
2. 5 Things to Consider
3. Hoopla Agreement

# Introduction to hoopla

More titles + less cost = win/win

As digital titles become more and more important to library patrons, it is imperative that libraries have a digital partner that not only offers depth of content, but that also offers content in a pricing model which makes sense from many angles.

hoopla—a division of Midwest Tape, the most trusted name in the library market—exists purely to serve libraries and their patrons with digital content. Spanning across eBooks, audiobooks, comics, movies, music, and television, hoopla can be your one-stop resource for serving the digital needs of your patrons.

6 formats   
650k titles

## Instantly and exponentially expand your available digital content

When buying traditional physical media or prepaid one-user/one-copy digital media, you are inherently taking risks. The risks could be buying too much, buying too little, or just plain buying a title that few people want and that will rarely get checked out.

With hoopla, there's no need to take those risks. Using their existing library card, your patrons will have access to our entire catalog of titles—which means your library can build a massive digital collection of 650,000 titles in just minutes. And the best part is that there are no costs to acquire content, no setup fees, no platform fees, no annual maintenance fees, no renewal fees, no cost recovery fees, no tech support fees, and certainly no “we just want more of your

money” fees! You pay only when a title is borrowed.

hoopla offers six formats, all accessible through a single app (iOS/Android) or through the web. We can even tie directly into your library's search records, so patrons will know if a searched title is available for instant digital checkout on hoopla.

Not only can you rely on us to serve your library's digital needs, you can also lean on us as a partner. With hoopla, you will free up library staff hours. You won't have to worry about content or data management, renewals, or shelving a physical product. We even provide free support!

And of course, there's no reason to reinvent the wheel when it comes to marketing. We invite you to add your logo to our pre-created marketing materials! We'll give you everything you need to get your patrons excited about hoopla.

---

**Using their existing library card, your patrons will have access to our entire catalog of titles—which means your library can build a massive digital collection of 650,000 titles in just minutes.**

---

## Pay First vs. Lend First

Traditionally, libraries had no choice but to use a “Pay First” model. This model meant that librarians made buying decisions based on their knowledge of their community. Not only did this model require large

up-front expenditures, but it required a knowledge of the future. Since no one has perfect foresight, this model inevitably led to over-buying on some titles and under-buying on others.

In a “Lend First” model, we reverse the order of payment. Instead of paying and then lending, hoopla allows you to offer all titles to your patrons. In this model, lending comes first. When the patron makes a title choice, the library is then charged for each circulation.



## High-Demand Titles

For popular titles, the “Pay First” model necessitates upfront purchase decisions, which often lead to either far too many or far too few copies. And of course, even if you perfectly predict demand, you’ll often be asking a large portion of your patron community to wait, sometimes many months, for their turn with that popular title. With hoopla, cost stays perfectly in line with value, as the library is only charged when the title circulates — and there is never any patron wait time!

## Niche Titles

In addition to that popular content, hoopla offers you a way to serve the varied interests and niches of your patron base. Instead of purchasing a piece of physical content for \$20–\$80 that gets checked out only on the rarest of occasions, with hoopla you pay only per individual borrow (i.e. “circulation”)—typically \$1–\$2. That’s a huge cost savings over the pay-first model,

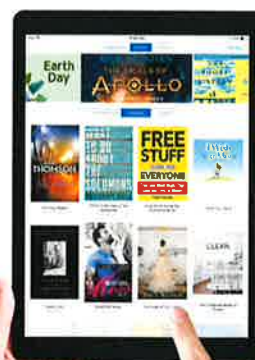
while also allowing you to provide a deep catalog of content for an extremely wide variety of interests. You’re increasing satisfaction, while lowering costs. It’s a win/win!

## With hoopla, it's never out of stock!

Another key differentiator between hoopla and other digital library products on the market is that with hoopla, titles are never out of stock or “on hold.” You know the feeling: a new book comes out and you are excited to download it to your tablet, only to find out that you are number 163 in line! With hoopla, there is no line!

It’s not uncommon for a new movie release or media attention to drive a huge spike in the popularity of the corresponding book. With hoopla, that means satisfied patrons—because every one of them can get the book right now, when they want it. This also means that your library can promote books on current events, trending “pop-culture” items, or book clubs where several hundred people may want the same book. With hoopla, you are never out of stock on those items! Our titles are always available... every time.

“Never out of stock” also means money back in your budget! Why buy 100 digital copies of the book corresponding to the latest Hollywood hit, just to see that demand fade over a few months, and 98 copies sit unused on your digital shelves collecting digital dust?



## Offer curated digital content

One of the core benefits libraries offer their patrons is helping them find the best content around a topic they're interested in or discovering and exploring new areas of interest. hoopla's goal is to do the same thing from the digital perspective. Not only does hoopla allow you to build custom collections for your patrons, it also empowers patrons to help themselves by leveraging categories, tags, and star ratings to find the best content in their area of interest and discover new areas of interest as well! In addition, hoopla's "Kids Mode" provides parents and kids an easy way to search and discover titles for the younger crowd.



## Join over 1700 library systems who already trust hoopla for their digital content!

If you'd like more information on how you can try hoopla, contact us for a no-risk, no-cost demonstration. We'll also be happy to give you and your staff access to our catalog of over 600,000 titles and let you experience first-hand the value that your patrons could receive.

## Frequently Asked Questions about hoopla

### Why don't you have every book (or a specific book) in your library?

We are constantly striving to build our content library, and we are acquiring more every day. We currently offer content from some of the biggest names in the industry, such as:

- + Audio: HarperCollins, Tantor, Blackstone, Simon & Schuster, Gildan, Hachette
- + eBooks: HarperCollins, Sourcebooks, Disney Publishing, Abrams, Tyndale House, Chronicle, Workman
- + Video: Lionsgate, Disney Studios, The Great Courses, MGM, NBC Universal, Acorn TV, and A+E Networks
- + Comics: DC, Image, Boom!, Archie, Disney
- + Music: Universal Music, Warner Bros., eOne Music, INgrooves



### Why do you charge per borrow/circulation?

Charging on a transactional basis is the best way for us to tie the value received by the patron to the costs charged by the content partner. It also allows you to scale your usage and pay for only what is consumed by your patrons. You never risk over-payment.



## In the long run, is physical cheaper than hoopla?

When all of the costs are considered (such as the cost and lifespan of the physical media, cost of staff hours, and cost of the space used to stock the physical content), the costs of hoopla are equal to or lower than physical media. Plus, with our model, you get access to the entire catalog immediately, with no costs of acquiring titles and no patron queues for high-demand content.

## Won't this get really expensive if my patrons use it a lot?

As with any service which is increasingly valued by patrons, the costs can go up with success. However, with hoopla, the costs incurred by the library stay perfectly aligned with actual usage. If hoopla helps your library engage more patrons and drive more and more library interaction, you are, by definition, being good stewards of your library funding by providing your patrons with the content they want. If patrons don't find value in hoopla and don't borrow content, the library's cost would be minimal.

## What is the lending period for different formats?

The lending periods for hoopla materials are as follows:

- + Movies and TV episodes - 3 days
- + Music albums - 7 days
- + Audiobooks, Comics, and eBooks - 21 days

## Do patrons have to have library cards to borrow from hoopla?

Typically, yes. However, we do offer a community outreach program which uses hoopla to connect with new patrons. This program allows community members to borrow a few titles without a library card so that you can capture their contact information and introduce them to your library.

## Do you offer any marketing support?

Our mission is to ensure your success with hoopla. For that reason, we offer marketing services free of charge. These services are customized to you and can be things such as customized web banners, physical posters for your libraries, help with marketing campaigns, and providing patron materials such as bookmarks and registration cards.



## About hoopla digital

hoopla digital partners with public libraries across North America to provide patrons free and instant access to over 650,000 eBooks, audiobooks, comics, movies, music, and more. Patrons can browse, borrow, and play content over the web at [hoopladigital.com](http://hoopladigital.com) or through the native iOS/Android mobile apps. hoopla digital is a service of Midwest Tape, a trusted partner to public libraries for over 25 years.

For more information, please visit [library.hoopladigital.com](http://library.hoopladigital.com) or call **800-875-2785** (US) / **866-698-2231** (Canada).



07/17 1.02

# Five Things to Consider When Choosing a Digital Content Service for Your Library

Over the last decade or so, dozens of digital services have come into the library market to help serve the growing demand for digital content. Some of these services target a specific format (such as eBooks, music, or magazines), a specific interest area (such as arthouse films), or specific patron demographics (such as children).

With so many offerings available, it can be daunting for libraries to assess, and distinguish between the various content, licensing models, and technology platforms.

**Few libraries have the budget to offer every digital service – and even if they did, offering a patron too many platforms may lead to patron confusion...**

Few libraries have the budget to offer every digital service – and even if they did, offering a patron too many platforms may lead to patron confusion (lowering overall library satisfaction) – not to mention wasted budget dollars. For this reason, most libraries assess many platforms and invest deeply in only a few, which they believe give the best patron experience in exchange for available budget dollars.

In this whitepaper, we will offer **five key categories**, which you can use to evaluate potential offerings, and give you a framework for assessing the costs and benefits of each potential platform.

1. Content
2. User Experience & Features
3. Price and Value
4. Software Quality
5. Service

## Category 1: Content

### Will the content appeal to your patrons?

In the “content” category, you should evaluate the potential service by asking several key questions. For example, do they offer content that has broad appeal to your patron base? Does it serve large portions of general interest, or does it perhaps serve many niche interests?

While the number of titles is important, of course, you should also evaluate the quality of those titles and their potential popularity. There is no better way to do this than to get a sample login to the provider's service. As you are browsing their content, take note if the content is from reputable publishers or well-known authors. For niche content, are there indications of low quality in the cover art? Does eBook content display correctly, or is it jumbled? Do audiobook titles open and play correctly?





### Case Study:

A large Midwestern library with a collection of 100,000+ digital eBooks was considering offering hoopla to their patrons. They wanted to check the potential overlap between their existing collection and those eBooks available on-demand through hoopla. They were pleased to discover less than 15% of the titles in their existing collection were included in the 220,000+ eBooks specifically available through hoopla. By adding hoopla, they were able to instantly triple the size of their eBook collection in addition to offering all the other titles available across formats.

### Does the content substantially add to your collection?

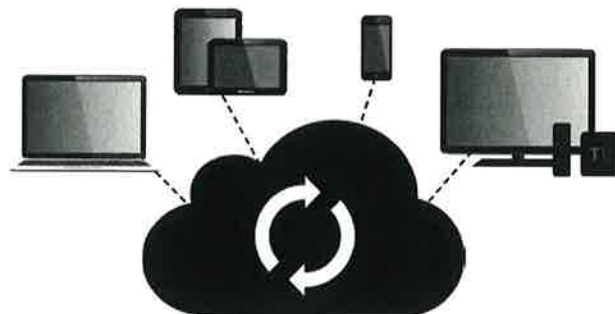
Next, you should ask yourself how the content offered by this provider augments your current collection. Will this service add breadth to your collection (adding titles that you don't already have) or depth (additional "copies" to satisfy demand for popular titles)? This is also when you should be asking yourself what you are really seeking out of this new service. Are you seeking depth, breadth, or perhaps a little of both?

## Category 2: User Experience & Features

In this part of your assessment, you should evaluate how a patron would access and consume content from the service. For example, how is the registration experience? Will users have to login frequently or does the website or app remember them? Does the company provide native mobile apps that your patrons will want to use? Are the apps intuitive? Can patrons find specific content they are seeking as well as discover new content in which they may have an interest?

Do the apps play well with Bluetooth speakers, which are commonly used for music and audiobooks, in both home and car use? If you stop listening to one

device, will you be able to resume where you left off on another?



For videos (and to a lesser extent music), you should also consider how the patrons will get content to their television screen. Are streaming devices such as Roku, Apple TV, and Fire TV supported with native apps for those platforms?

For travelers, or those with lower data limits on their devices, does the service offer the ability to download the content for offline use? If so, is this presented to the patron in an intuitive manner?

The answers to all of these questions add up to the user experience that your patrons will have. Having great content is just the start. If that content is behind layers of technology that few have the skill or patience to navigate, that content will likely sit unused. If the service delivers a frustrating experience for searching, discovering, borrowing, or consuming content, even the savviest of users will abandon the offering and use other services with a better experience – even if they have to pay for it outside of the library.

---

**If that content is behind layers of technology that few have the skill or patience to navigate, that content will likely sit unused.**

---

As with content, the best way to get a feel for the usability and features of the product is to actually

become a user before signing on the dotted line for your library. Most vendors will be willing to give you trial access as a librarian – and if they aren't willing, that in itself may be a warning sign.

While no system is perfect, you should test to ensure ease of use. Try the website with multiple browsers and access their platform using phones or tablets on both iOS and Android. After all, many times it is the user experience – not the lack of content – that turns patrons off to digital services.

As you are assessing the product, it is also a good time to put yourself in the shoes of all your users. Will this product be usable by the majority of your patrons? How much training will your staff need to become comfortable and even expert users?

As you are assessing the product, be sure also to try searching and browsing for a variety of content. Does search find the material you are seeking? Does the system help you discover related titles with which you may not be familiar? Does the interface allow you to browse through multiple topics and find interesting categories? Does the service allow you to rate titles and show user ratings from other users to assist you in finding quality content? Does the system learn your preferences and make recommendations based on your previous likes?

### Category 3: Price and Value

One of billionaire Warren Buffett's favorite quips is that "Price is what you pay, but value is what you get." This is true across many facets of life, and certainly applies to selecting a digital provider for your library. While price is easy to measure (it's printed directly on the invoice), value is much more ambiguous. How do we measure this "bang for your buck" factor that libraries must consider to ensure they are getting the most patron value for their budget dollars? We suggest creating a cost/benefit analysis of each potential provider.

One of the starkest differences in the "price and value" category is among pricing models. In the

digital services space for libraries, providers typically use one of four pricing models.



#### One Copy/One User Model:

In this model, you select and pay for content up front (i.e. "pay first") and receive only the content you have purchased to lend digitally to your patrons. This is similar to the traditional method used for physical media. Depending on the licensing model, you may be able to lend these digital titles an unlimited number of times in upcoming years or you may be limited to a certain number of borrows (such as 26). In this model, since digital eBooks are typically treated like physical books, only one copy of the eBook can be loaned to one patron at any time. So to fulfill demand, you may need to purchase many copies of popular titles and/or have patrons wait in line for access to the content.

#### Pay Per Circ Model:

In the "Pay per Circ" model, you don't typically start by selecting titles. Instead, your patrons have access to and can borrow from the entire catalog offered by the provider. In this model, the expense to the library is incurred not at the time of being able to offer the title, but rather at the time of lending (i.e. "lend first"). For each circulation, the library is charged a "per circulation" fee, and typically, there is no limit to the simultaneous users— the or number of patrons that

can borrow a title at one time – meaning no patron waiting and no managing holds lists. Services with this model should offer budgeting tools that, among other items, let you control the available borrows per patron and the total system usage per day.

### **Flat Subscription Pricing:**

In the flat subscription pricing model, service providers offer unlimited patron access to the content for a flat price. When considering this type of model, a library should consider a few key points. First, how much usage can you expect – and using high, medium, and low projections for usage, what is the cost per patron (or cost per transaction)? Secondly, a library should consider the business model being used by the content provider. How is the provider able to offer unlimited access? Do they own the rights to the content or are they paying to license the content? Much like a restaurant selling a buffet, when offering an unlimited plan, the service provider is making predictions about usage and will price their plans at a rate that gives them a margin of safety against losing money.

### **Hybrid Pricing Models:**

Hybrid pricing models combine at least two of the models above and will attempt to offer the benefits of both models. When considering a hybrid model, be sure to understand when the different rules apply and how it will be presented to the patron.



### **Potential Cost Questions to Consider:**

- With each model, what is the expected cost per circulation?
- Does the model potentially result in patron wait times?
- Does the model require you to build your own library of titles one at a time? If so, how much investment will it take to build a collection with enough titles to offer value to patrons?
- If the model does not offer simultaneous use, what hold times are acceptable to your patrons? At what point will you buy more copies to alleviate hold times?
- Does the model use a budgeting methodology with which you are comfortable? Are you able to control spending to match your budget?
- How much labor or staff time is required to manage the system (such as managing licenses, additional copies, ordering new titles, managing wait times, etc.)? What is the cost of that time and could it be more valuable on another project?
- For purchased titles, do you own them forever, or will you have to repurchase them at a point in the future?
- Are additional fees charged in addition to the price of the materials? (These are often called platform fees, subscription fees, support fees, or similar.)
- How is technical support handled? Is your library responsible for the first line of support? Is there a charge for support?
- How easy are the apps to use? How reliable or problematic are they?

Because these models are so different, it can be difficult to do a side by side comparison – either comparing them with each other or comparing to physical purchases. However, we can use the information we do know to build a framework for evaluation. When doing this evaluation, you will want to consider all of the costs (both plainly visible, as well as overhead and less measureable costs) and compare to the benefits (some easily measured, some not easily measured).



## Conspicuous vs. Inconspicuous Consumption

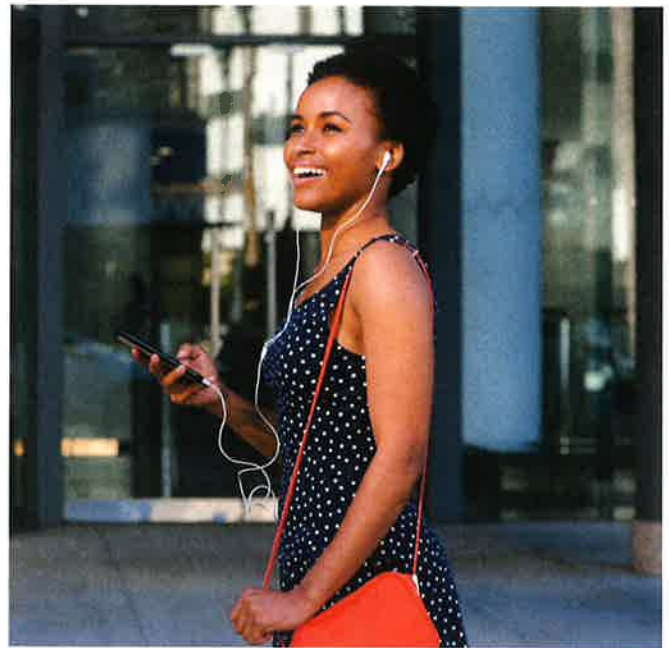
In the field of behavioral economics, it is well known that people hate the feeling of being “nickel and dimed.” Counter to our brain telling us it is the same thing, we feel better about paying one large lump sum of \$100 instead of being charged \$10 ten times. All-inclusive resorts are a great example of travelers choosing to pay an upfront fee for the knowledge their vacation is paid for, and everything they do after paying that lump sum feels “free.”

In the library space, it is easy to be fooled by the same mental accounting. Because the one copy/one user model of purchasing front-loads the costs of lending into large purchases, perhaps just a few times a year, it is easy to feel that incremental uses are free and there is no risk. However, to get a true measurement of cost and value, we must break down the numbers and go deeper.

The 2015 Public Library Data Service (PLDS) Survey found that a typical title in a library circulates only 1.43 times per year (161,420 circulations / 112,783 catalog items)<sup>1</sup>. Using an average per title cost of \$30, and a generous assumption of a 10-year lifespan (i.e. \$3 of cost per year), we can see that circulations in a traditional model do come at a cost – in this case \$2.10 per circ (\$3.00 yearly cost / 1.43 yearly circs) – even before accounting for overhead, like facilities and transportation costs.

One risk in this model is of non-circulation, paying upfront but circulating only a handful of times. Another risk is that of demand fluctuations, when a trendy title requires the purchase of many copies in one year to satisfy demand and then that demand quickly disappears.

Since some things don't have an easily quantifiable value (for example, what is the value of someone getting a book immediately vs. having to wait?), this type of analysis will not give you an absolute answer. However, using this framework should help you go in with your eyes wide open.



### Potential Benefits to Consider:

- Will the service increase patron activity through your library?
- Does the service increase the value of your library in the eyes of your patrons and community?
- Will your patrons find materials they want to consume on a regular basis through this service?
- Does the service help you fulfill your library's mission?
- Does the service increase the depth and breadth of your offered content?
- Is the service compelling enough to attract new users to your library?

As you can see, most of these do not have a quantifiable dollar figure associated with them. While you may be able to easily determine the cost of a platform fee, it is much more difficult to quantify the cost of patron frustration. Because of that, this evaluation becomes much more qualitative than quantitative – and must be done using degrees of positives and negatives rather than real numbers.

However, in some facets of the evaluation, we can assign real numbers and then ask ourselves whether the remaining benefits are worth the remaining costs. Let's consider this in two distinct scenarios:

### Higher-demand title:

Let's assume that a high-demand title is available in a per circ model for \$1.99 per circ. This service does not have any additional platform fees or costs. The title is always available for patrons, and is simply billed at \$1.99 each time it circulates.

Let's assume that same title is available in a traditional model. The library decides to purchase 5 copies to service their patron population at \$34 each. These licenses are good for 26 borrows. After one year, the library has used the allotted borrows (130 circs) and buys another round of 26 borrows for each of the 5 copies (an additional 130 circs). The library also pays \$10,000 per year platform fee for this service, which is spread out across 30,000 circulations (\$.33 per circ in platform fees). As with most new releases, demand slowly fades to nearly zero, and over the next six years, the library circulates the title another 85 times, for a total of 215 times.

In the first scenario, the cost per circ is obviously \$1.99. In the second scenario, the cost per circ would be  $(\$340 \text{ spent} / 215 \text{ circs}) + \$0.33 \text{ share of the platform fee} = \$1.91$ .

While the second scenario looks cheaper at this point, we then have to consider the other hidden costs and risks and weigh them against the \$.08 per circ difference. For example, how many people waited for the book? How many people wanted the book, but were unwilling to wait for it? How much library staff time was used managing the digital rights and reordering? What was the cost of the risk taken on the re-order? What if demand had quickly fizzled after the re-order, and total circs had only been 150, bringing the cost per circ to \$2.60?

Thinking in this way will help you better evaluate the price, value, and risks of each model and weigh each of those factors against each other.

### Lower-demand title:

In this scenario, let's take the case of a title with lower demand. In the per-circ scenario, the \$1.99 price tag remains the same. In the traditional model, there are two distinct risks. First, the library takes a risk of not

recouping the dollars invested. According to the 2015 Public Library Data Service (PLDS) survey, a typical title in the library circulates only 1.43 times per year. So for an average title, it may take a decade to get the cost per circulation below \$5.00 – and for many books, the cost may never get close.

This puts pressure on the library to choose the “right” books to purchase. In the vast world of books, there are hundreds of thousands of unique subjects – each, perhaps, with a small following. How do you decide which of these books to purchase?

## Category 4: Software Quality

Users of early versions of operating systems, word processors, and spreadsheets would barely recognize the software that now helps us navigate our computers 20-30 years later. That's because good software is never completed – it is an ever-evolving project that iteratively gets better over time.

Similarly, a library platform must be constantly maintained to improve features, eradicate bugs, and improve the user experience. When library platforms aren't investing in further development, it is usually apparent in the lack of features, an outdated look and feel, and slow or buggy performance.

Reliability is difficult to measure quantitatively. However, through both personal experience and reputation in the library community, you should start to get a feel for a company's responsiveness, frequency of updates, security/privacy issues, and the stability of the product.

With mobile apps, there are a few things you can do to assess the software quality of the library platform. For example:

- How often do they release upgrades to their mobile apps? (You can typically find a version history in the applicable app store.)
- What is the aggregate app store rating from other users? How many users have rated it?
- What are some of the key themes you see coming up in user reviews? Are users complaining of crashes, bugs, and similar frustration points?



Above all, you should use the product yourself. Do you find it easy to use? Are selections where they intuitively should be? Be sure to also use the website (if offered) to browse content. Remember, not everyone prefers mobile devices for consuming content.

Finally, you should ask for a tour of their library admin interface. While the patrons only see the “front of the house,” as a library, much of your job will be behind the scenes. Are you able to find meaningful reports? Can you find the usage details that drive your invoices? Are tools provided to create and maintain collections, set borrowing parameters, and promote titles?

## Category 5: Service

Last, but certainly not least, is service. Service is hard to measure – and many times you don't know how service will be until you are already deeply involved with a provider. However, there are some indicators that can help you make a judgment call about service, even before entering into a contract.

- Is this service provider focused on the library market? If they aren't, they may not understand the unique challenges and budgetary issues of libraries.
- How responsive is the company to your queries? Do they follow through on suggestions? Do they communicate well with you around issues you have raised?
- Is the company willing (and able) to fully integrate with your ILS system? Do they provide MARC records to allow better integration with your existing library website?
- Does the company have a solid reputation in the library space? Have your peer libraries dealt with this company? What have their experiences been?

## Conclusion

The preceding list has hopefully helped you think through key points of assessing a digital content provider for your library.

As we discussed, while some items are easy to assign value, most answers to the questions posed in this whitepaper will fall into a nebulous area where answers are hard, if not impossible, to exactly quantify. However, by asking the right questions – both to yourself as well as to the service provider – you can make an informed decision and spend your budget dollars in a way that serves your patrons in the best way possible and furthers your library's mission.

## Summary:

### Category 1: Content

- ☐ Consider the type of content. What audience will the content appeal to? Does the content target broad or niche appeal?
- ☐ What is the quality and popularity of the titles?
- ☐ How does this catalog augment your library's collection?

### Category 2: User Experience and Features

- ☐ How is the registration and login experience?
- ☐ Is it intuitive to find and play content?
- ☐ Does the vendor offer native mobile apps?
- ☐ Does the vendor support set-top streaming devices such as Roku, Fire TV, and Apple TV?
- ☐ How well does search and discovery help the patron find the material they sought as well as additional materials?
- ☐ Does the software allow you to resume play across devices (such as starting a video on mobile and resuming it on Roku)?
- ☐ Does the software support Bluetooth connectivity for easy playback on wireless speakers or Bluetooth-enabled automobiles?
- ☐ Does the software allow for downloading titles to play offline?
- ☐ Does the software encourage patrons to rate titles to receive better recommendations?

### Category 3: Price and Value

#### ☐ Pricing Models – each has pros and cons

- One Copy/One User: Pay first. Similar to traditional book purchase and lending model. Can be perpetual or metered lending.
- Pay per Circ: Lend first. Access to entire catalog for no upfront cost. Pay incremental small charges when titles are borrowed/consumed.
- Flat subscription: Access to content for a flat (or tiered) fee.
- Hybrid: Combination of 2 or more models.

#### ☐ Costs to consider:

- Expected cost per circulation
- Hold times. What is acceptable to you and your patrons?
- Upfront cost to build a collection
- Budgeting methodology
- Staff time required to manage
- Additional fees (platform fees, support fees, etc.)
- How is tech support handled?

#### ☐ Benefits to consider:

- Will the new service increase patron activity or reach new patrons?

- Will the new service increase the value of the library?
- Will patrons be able to find titles they want?
- Will the new service help fulfill the mission of the library?

### Category 4: Software Quality

- ☐ How often is the app upgraded?
- ☐ How is the app rated in the various app stores?
- ☐ What are common themes in user reviews?
- ☐ What is your personal experience with using the app?
- ☐ How is the admin interface?

### Category 5: Service

- ☐ Is this vendor focused on the library market?
- ☐ Has this vendor been responsive to your questions?
- ☐ Will this vendor be able to integrate into your ILS?
- ☐ Does this vendor have a solid reputation in the library space?

#### End Notes:

1. Reid, I. (2016, May/June). FEATURE | The 2015 Public Library Data Service Statistical Report: Characteristics & Trends. Retrieved from Public Libraries Online: <http://publiclibrariesonline.org/2016/06/featurethe-2015-public-library-data-service-statistical-report-characteristics-trends/>

## About hoopla digital

hoopla digital partners with public libraries across North America to provide patrons free and instant access to over 600,000 eBooks, audiobooks, comics, movies, music, and more. Patrons can browse, borrow, and play content over the web at [hoopladigital.com](http://hoopladigital.com) or through the native iOS/Android mobile apps. hoopla digital is a service of Midwest Tape, a trusted partner to public libraries for over 25 years.

For more information, please visit [library.hoopladigital.com](http://library.hoopladigital.com) or call **800-875-2785** (US) / **866-698-2231** (Canada).



01/31 1.01



[hoopladigital.com](http://hoopladigital.com)

800-875-2785 (US) / 866-698-2231 (Canada)

## hoopla® Service Agreement

This hoopla Service Agreement ("Agreement") is made as of this \_\_\_ day of \_\_\_\_\_, 202\_\_ ("Effective Date") by and between \_\_\_\_\_ (the "Library"), and Midwest Tape, LLC.

Whereas, Midwest Tape offers its hoopla digital service ("hoopla," the "Service," or the "hoopla Service") to libraries to allow authorized library patrons to access digital media content using smart phones, tablets, computers, and web browsers;

Whereas, the Service is comprised of a digital media platform that includes content in multiple formats (e.g., movies, television programs, music, audiobooks, eBooks, and comics) and is designed to be accessible 24/7 in accordance with circulation limits (if any) and other settings established by the user's library system; and

Whereas, the Library wishes to make hoopla available to the Library's authorized users ("Patrons");

Now, therefore, in consideration of the promises and mutual covenants contained in this Agreement, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Library and Midwest Tape (each a "Party" and collectively the "Parties") agree as follows:

**I. DEFINITIONS.** The following definitions apply wherever those terms appear in this Agreement:

**"Digital Media Application"** means one or more computer programs maintained, owned, and/or used by Midwest Tape to provide access for limited periods to Digital Titles (including the ability to browse, borrow, stream, download, and/or return such titles) using certain smart phones, computer tablets, and/or other mobile devices. The Digital Media Application currently bears the name "hoopla."

**"Digital Media Platform"** means one or more computer programs owned, maintained, and/or used by Midwest Tape to provide access to Digital Titles and/or to allow the Library to manage its offering and Patron use of Digital Titles, including the Digital Media Application, hoopla digital Website, and hoopla Library Administration Website.

**"Digital Titles"** means any and all movies, television programs, music, audiobooks, eBooks, comics, and other audio or visual works that Midwest Tape makes available to the Library and its Patrons via the Digital Media Platform during the Term of this Agreement.

**"hoopla Library Administration Website"** means a Midwest Tape website that may be accessed and utilized by the Library to manage content available to Patrons in the Digital Media Platform, and to administer Library policies in regard to Patron use of the Service.

**"hoopla digital Website"** means a Midwest Tape website (currently [www.hoopladigital.com](http://www.hoopladigital.com)) that may be used to access, browse, borrow, stream, download, and/or return Digital Titles.

**"Intellectual Property Rights"** means all rights in and to patents, trademarks, service marks, trade names, copyrights, trade secrets, technology, software, designs, algorithms, know-how, as well as moral rights and all other intellectual and proprietary rights of any type under the laws of any governmental authority.

**"Library Website"** means a website owned, maintained, and/or used by or for the Library for the purpose of providing information to Patrons and/or the general public about the Library and its various content offerings, policies, objectives, initiatives, and procedures.



**“Marks”** means any trademarks, service marks, trade names, logos, designs, icons, characters, cover art, styles, and trade dress associated with any Digital Titles, including without limitation all translations or transliterations of the foregoing in any language, or any colorable imitations or modified versions thereof.

**“Midwest Tape”** means Midwest Tape, LLC and any of its parents, subsidiaries, or affiliated entities that are engaged in the business of distributing media content in digital form to libraries and library users via the Digital Media Platform.

**“Service Partners”** means any third parties that provide digital storage, webhosting, IT services, data analysis and processing, or distribution or other services to Midwest Tape in connection with the Service.

**“Title Summary and Promotional Data”** means, with respect to each Digital Title, the following information and data that is made available to Library pursuant to this Agreement: (i) title; (ii) author(s), publisher, illustrator(s), narrator(s), actor(s), director(s), producer(s), studio(s), and similar descriptive information; (iii) if commercially used, the digital object identifier; (iv) narrative description or summary of the work; (v) cover art and image, graphics, and other images; (vi) copyright notice; and (vii) any other identifying information.

**“Vendor”** means any supplier to Midwest Tape of (i) Digital Title(s); (ii) Title Summary and Promotional Data; and/or (iii) technology or services necessary for Midwest Tape to provide the Service to the Library.

## **II. LIBRARY RIGHTS & OBLIGATIONS.**

**Rights.** During the Term, and subject to all the terms and limitations set forth in this Agreement, Midwest Tape grants to the Library the non-exclusive and non-transferrable right to display and access the Digital Media Platform and Title Summary and Promotional Data for the limited purpose of: (a) allowing Patrons to access, view, and borrow Digital Titles through the Service and pursuant to this Agreement; (b) promoting awareness and authorized use of the Service, including via postings on the Library Website(s); and (c) establishing and implementing Library-specific policies in regard to use of the Service by the Library and Patrons, consistent with this Agreement and the requirements of the Digital Media Platform.

**Limitations.** Except for the limited, non-exclusive, non-transferrable rights expressly granted to the Library above in this Section II, the Library shall have no right in or to, or ownership of, the Service, Digital Titles, Digital Media Platform, hoopla digital Website, hoopla Library Administration Website, Digital Media Application, Marks, Title Summary and Promotional Data, or any other artwork or materials delivered by Midwest Tape in connection with this Agreement. The Library shall have no right to access, use, modify, or reproduce any portion of any source code relating to the Service and/or the Digital Media Platform, or to make, sell, or distribute any variations or derivative works of the Service and/or the Digital Media Platform. The Library agrees to the support and protection of Intellectual Property Rights (including but not limited to copyright and trademark protections), to prohibit Patrons from engaging in activities that infringe on these rights, and to refrain from facilitating such activities. In addition, the Library will comply with all other requirements communicated by Midwest Tape with respect to any Intellectual Property Rights and the Marks.

**No Public Performance Rights.** The Library shall have no public performance rights in the Digital Titles. Accordingly, the Library may not offer any Digital Titles as a performance in order to entice Patrons or the general public to come to an event, sponsored by the Library or otherwise.

**General Obligations.** To facilitate the successful introduction of the Service to, and use of the Service by, Patrons, the Library shall: (a) regularly communicate to staff, Patrons, and the general public served that the Service is available to Patrons; (b) provide suitable training opportunities to appropriate Library staff members, so that they understand the Service and can assist in the promotion and the use of the Service by Patrons; (c) regularly feature prominent links and references to popular Digital Titles and the hoopla

digital Website on the Library Website's homepage; (d) incorporate MARC record data regarding Digital Titles in the Library's catalog to enhance the discoverability of key content available in the Service; (e) manage all funds designated or appropriated for use of the Service; (f) participate in the implementation of the Service at the Library, including without limitation by providing Midwest Tape with sufficient and accurate information to identify Patrons of the Library who are authorized to utilize the Service; (g) provide Primary Support, as defined below; (h) perform requested linkage between the Service and the Library Website, as well as reasonable technical services to support and maintain the Service during the Term; and (i); notify Midwest Tape at least three (3) business days before any change in any RSS links, ILS configuration, URL updates, or other equipment or technology that could adversely impact the Service and/or the use of the Service, including any changes that could impact the process of Patron authentication.

**Network Connectivity.** The Library is responsible for providing a suitable network and Internet system for integration of the Service into the Library Website or other systems.

**Use of the hoopla Library Administration Website.** The Library agrees that it is solely responsible for managing its use of the hoopla Library Administration Website and using that website as designed, including by establishing, verifying, and maintaining any settings and controls regarding use of the Service by Patrons (e.g., limitations on circulations, content restrictions, reporting preferences, etc.).

**Library Website.** The Library is solely responsible for all aspects of catalog integration, operation, training, support, and/or maintenance necessary for the operation of the Library Website. This may include obtaining a SIP2 or similar protocol software license(s) from a third-party vendor in order to support direct integration of the Service with the Library's own Library Website or other systems, as well as the cost for customized MARC records it may obtain from a third-party supplier such as OCLC. The Library shall keep its hoopla account information current with Midwest Tape and promptly alert Midwest Tape to any significant changes relating to the Library Website, including but not limited to changes of personnel that could impact the support, functionality, and/or performance of the Service.

**Primary Support.** The Library is responsible for providing its Patrons with "Primary Support," which includes assisting Patrons with the use of the Service, responding to Patron questions regarding the functionality and technical requirements of the hoopla digital Website and the Digital Media Application, and helping Patrons with the process of communicating with Midwest Tape where necessary and appropriate to obtain additional support and technical assistance.

**No Warranties or Representations to Others.** The Library represents and agrees that, except for the representations, warranties, and promises made to Midwest Tape in this Agreement, neither the Library nor any of its employees, agents, or others acting under its direction has made or will make any representations or warranties, expressed or implied, to anyone concerning the Service, Digital Titles, Digital Media Application, Digital Media Platform, hoopla digital Website, and/or hoopla Library Administration Website.

**Compliance with Applicable Laws and Regulations.** The Library will, at its own expense, comply with all applicable laws, ordinances, rules, regulations, and other legal requirements in connection with the Library's performance under this Agreement.

**Costs and Expenses.** The Library is responsible for all of its own expenses and costs related to its performance under this Agreement. Midwest Tape has no obligation to reimburse the Library for any expenses or costs incurred by the Library related to this Agreement or to the performance of the Library's obligations, including but not limited to any expenses and costs incurred in the preparation, systems integration, or use of the Digital Media Platform, hoopla Library Administration Website, hoopla digital Website, and Digital Media Application.

### III. FEES, PAYMENTS & REPORTING.

**Advance.** On or before the Effective Date, the Library shall remit to Midwest Tape an advance/down payment ("Advance") in the amount of \$\_\_\_\_\_, i.e., the amount indicated in Appendix A for the Library's service-area population. These funds will be applied toward payment of future invoices for transactions in the Per Circulation Program, described below, unless the Library notifies Midwest Tape on or before the Effective Date that the Library instead prefers to use such funds to pay Midwest Tape for hoopa promotional materials, events, or communication efforts in connection with the introduction of the Service to Library Patrons. Upon written notice to Midwest Tape, the Library may choose to send additional funds to Midwest Tape to reestablish or replenish the Advance.

**Per Circulation Program.** The Library shall pay Midwest Tape a Per Circulation Fee for each Circulation of a Digital Title. A "Circulation" occurs when the Library or a Patron using the Service, via the Digital Media Application or the hoopa digital Website, selects "borrow" and thereby obtains the opportunity to access, view, stream, or temporarily download a Digital Title for a specific period of time that is terminated either (i) upon expiration of the applicable borrowing period for that Digital Title, or (ii) when the Digital Title is returned before the end of the applicable borrowing period for that Digital Title. Midwest Tape shall be entitled to payment of a fee for each Circulation, regardless of whether the Digital Title is actually accessed, viewed, streamed, or downloaded during that circulation period. The "Per Circulation Fees" for individual Digital Titles are listed in the hoopa Library Administration Website and are subject to change from time to time. The Service allows for an unlimited number of Circulations of each of the Digital Titles that are available to the Library's Patrons, so that multiple Patrons may access the same Digital Title(s) simultaneously via multiple transactions.

**Invoicing and Payment.** Midwest Tape will invoice the Library by Invoice Period. "Invoice Period" means a calendar monthly period, in which Circulations occur. Payment of each invoice will be due within thirty (30) days from the date of the invoice. During any period in which Midwest Tape is holding an Advance from the Library, Midwest Tape will apply the Advance funds toward payment of the invoice upon issuance. If the Library has any remaining Advance funds on account upon expiration or termination of this Agreement, Midwest Tape will notify the Library and refund any unencumbered and unapplied monies upon the Library's written request.

**Reporting.** Through the hoopa Library Administration Website, the Library will have access to certain reports summarizing Patron usage, circulation data, and purchase activity for the Digital Titles.

**Taxes.** The Library is required to provide a sales tax exemption certificate, if applicable, to Midwest Tape as part of the on-boarding process. If the Library is not exempt or does not do so, Midwest Tape will add (and collect) sales taxes to any purchases made pursuant to this Agreement.

### IV. TERM AND TERMINATION.

**Term.** The term of this Agreement (the "Term") begins on the Effective Date and continues for a period of 24 months thereafter. Upon expiration of the Term, this Agreement will automatically renew and the Term will be extended for successive renewal periods of 12 months (each a "Renewal Term"), unless either Party has provided at least sixty (60) days' advance written notice of non-renewal.

**Termination.** This Agreement may be terminated in either of the following ways:

**By Notice.** Either Party may terminate this Agreement, with or without cause, by providing the other Party with sixty (60) days' advance written notice.



**Due to Breach.** Either Party may suspend its performance or, at that Party's sole option, terminate this Agreement by providing the other Party with written notice of such action in the event of (i) the other Party's material breach of this Agreement, which breach continues uncured for a period of thirty (30) days after written notice of such breach; or (ii) the Library's failure to perform its payment obligations under Section III of this Agreement for a period of at least thirty (30) days.

Upon termination of this Agreement, the Library shall immediately (i) cease distribution and use of the Service, Digital Media Application, Digital Media Platform, Digital Titles, Marks, Metadata, and Promotional Postings; and (ii) pay all amounts due to Midwest Tape. Once the Library satisfies these obligations, any unapplied portion of an Advance payment will be refunded within thirty (30) days.

## **V. MIDWEST TAPE RIGHTS & OBLIGATIONS.**

**The hoopla Service.** Midwest Tape and/or its Service Partners will: (a) host and support the Service as provided in this Agreement; (b) designate an implementation specialist ("hoopla Coordinator") to be available for customer support to the Library in connection with the launch and implementation of the Service; and (c) provide the Library with access to the hoopla Library Administration Website, which offers tools to enable the Library to manage use of the Service, including in regard to Patron borrowing limits, lending policies, title blocking, ratings- and user-advisory settings, usage dashboard, and reporting.

**Ownership of Vendors's Intellectual Property.** Subject to the provisions of this Agreement, Vendors retain all of their Intellectual Property Rights in and to the Vendor's Digital Titles, Metadata, Marks, and Promotional Postings, artwork, and other property that may be utilized or accessed in connection with the Service.

**Ownership of Midwest Tape's Intellectual Property.** As between the Parties, Midwest Tape owns and retains all Intellectual Property Rights in and to the Service, Digital Media Platform, Digital Media Application, hoopla digital Website, hoopla Library Administration Website, Midwest Tape and hoopla and hoopla digital trademarks, and all other Midwest Tape intellectual property, including but not limited to all modifications, updates, or improvements made thereto. The Library acknowledges Midwest Tape's ownership of such Intellectual Property Rights.

**Modifications to Digital Media Platform.** Midwest Tape has the right to modify, at any time, the Service, Digital Media Platform, Digital Media Application, hoopla digital Website, hoopla Library Administration Website, and other aspects and features of hoopla in Midwest Tape's sole discretion, in order to develop, modify, or improve operations, performance, or functionality.

**Addition, Removal, and Modifications of Digital Titles.** Midwest Tape has the right to take any or all of the following actions with respect to any Digital Title(s) at any time and in its sole discretion: (a) add or remove Digital Titles to or from the Service; (b) set or adjust the applicable Per Circulation Fee(s); (c) replace content files, Metadata, and/or Promotional Postings; and (d) edit or modify editorial content or designs. The Library will be notified by email, the hoopla Library Administration Website, or other means of major modifications to the functionality of the Service.

**Promotion of the Service.** Midwest Tape may, at its own expense and in its own discretion, publicize the Service and communicate with the general public and Patrons regarding the availability, features, and use of the Service, Digital Titles, Digital Media Platform, and Digital Media Application.

**Support.** Midwest Tape will support the Service by maintaining help files, information, and other appropriate documentation and training materials. Midwest Tape will undertake reasonable efforts to help the Library perform the Library's obligation to provide Primary Support to Patrons, including by offering periodic training opportunities to Library staff, updating the Library regarding system changes, and providing the Library with answers to "frequently asked questions" related to the Service.

Midwest Tape will supply activation support, including assisting with the implementation of any software, and reasonable levels of continuing support to assist the Library in its use of the Service. Midwest Tape will make technical support personnel available for feedback, problem-solving, and/or general questions. Technical support services to the Library include: (i) reasonable efforts to identify, correct, and/or circumvent errors in the System, Digital Media Platform, Digital Media Application, hoopla digital Website, and hoopla Library Administration Website; and (ii) supplying updates, enhancements, and new versions of the Service as they become available (the "Secondary Support"). Midwest Tape has no obligation to provide Primary Support to Patrons and any support provided by Midwest Tape to Patrons will be in Midwest Tape's sole discretion.

Midwest Tape will use reasonable efforts to provide continuous service. Permissible down-time includes periodic unavailability due to matters such as: maintenance of the server(s); installation or testing of software, public or private telecommunications services, or internet nodes or facilities; and failure of equipment or services outside the control of Midwest Tape. Scheduled down-time will occur periodically and at times designed, in Midwest Tape's sole discretion, to minimize inconvenience to hoopla users.

## **VI. MISCELLANEOUS.**

**Indemnities.** Each Party ("Indemnifying Party") agrees to defend, indemnify, and hold harmless the other Party and its Service Partners from and against any and all third-party claims, demands, suits, legal proceedings, and causes of action that arise out of or relate to any breach by the Indemnifying Party of any of its representations and warranties as stated in this Agreement (collectively, "Indemnifiable Claims"), including but not limited to all damages, costs, expenses, reasonable attorneys' fees, judgments, and settlements resulting from such Indemnifiable Claims; provided, however, that no Indemnifiable Claim may be settled without the express written consent of the Indemnifying Party.

**Indemnity Process.** The Party seeking indemnification must provide prompt written notice to the Indemnifying Party of any Indemnifiable Claim for which indemnification will be sought. The Indemnifying Party may elect to control the defense and settlement of any Indemnifiable Claims with counsel of its choosing. The Party seeking indemnification will cooperate with the Indemnifying Party's defense against the Indemnifiable Claims. If any Indemnifiable Claim is covered in part but not entirely by a Party's indemnification obligation hereunder, the Indemnifying Party will only be responsible for costs to the extent attributable to the covered portion.

**DISCLAIMER OF WARRANTIES.** EXCEPT FOR ANY WARRANTIES EXPRESSLY PROVIDED BY MIDWEST TAPE IN THIS AGREEMENT, MIDWEST TAPE MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**LIMITATION OF LIABILITY.** EXCEPT AS EXPRESSLY PROVIDED OTHERWISE IN THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOST BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATING TO THIS AGREEMENT, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

**Confidential Information.** "Confidential Information" means any non-public information of either Party that is disclosed to the other Party in connection with this Agreement either directly or indirectly, in writing, orally, electronically, or by inspection of tangible objects, and that is designated in writing as "Confidential" at the time of disclosure or within five (5) days thereafter. Confidential Information includes, without limitation, any and all non-public business plans, customer information, pricing, contract terms, available content and sales, marketing and/or finances of the disclosing Party. Each Party agrees to hold the Confidential

Information of the other Party in confidence and to refrain from disclosing such Confidential Information to any third party, except to the extent required to be disclosed pursuant to governmental or judicial process, provided that notice of such process is promptly provided to the disclosing Party in order that it may have every opportunity to intercede in such process to contest such disclosure or seek an appropriate protective order. Confidential Information is the property of the disclosing Party, and the receiving Party will not be deemed by virtue of its access to Confidential Information to have acquired any right or interest in or to any such Confidential Information. Confidential does not affect either Party's right to use or disclose information that is not Confidential Information, including information that is in the public domain or that the receiving Party can show was known to it without any confidentiality obligation prior to the disclosure by the disclosing Party.

**Assignment.** Except as provided herein, neither Party may, by operation of law or otherwise, assign, sublicense, or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the other Party, which may not be unreasonably withheld or delayed. Either Party may assign, transfer, or otherwise delegate any or all of its rights and obligations under this Agreement to any successor carrying on that part of the business to which this Agreement relates or to any purchaser of all or substantially all of the assets or stock of such Party. Each Party may appoint contractors to perform part of its obligations hereunder, provided that the Party remains fully responsible for such contractor's performance. This Agreement binds, benefits, and is enforceable by and against both Parties and their respective successors and permitted assigns.

**Notices.** Notices required by this Agreement must be sent by United States mail, as well as by electronic mail (or by facsimile), directed as follows:

Midwest Tape, LLC:  
PO Box 820  
Holland, Ohio 43528  
[info@midwesttapes.com](mailto:info@midwesttapes.com)  
1 (800) 875-2785

Library: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Amendment.** No amendment, modification, addendum, or revision to this Agreement is valid unless it is in writing and signed by all Parties to this Agreement.

**Arms-Length Negotiations.** This Agreement was negotiated at arm's length with each Party receiving advice from independent legal counsel, and has been executed and delivered in good faith. It is the intent of the Parties that no part of this Agreement should be construed against any Party because of the identity of the drafter.

**Counterparts.** This Agreement may be executed in counterparts, each of which taken together constitutes one single Agreement between the Parties.

**Entire Agreement.** This Agreement is an integrated Agreement containing the entire understanding between the Parties regarding the subject matter of this Agreement, and, except for the representations, warranties, and promises expressly set forth in this Agreement, no representations, warranties, or promises have been made or relied upon by either Party as an inducement to enter into this Agreement. This Agreement prevails over all prior communications or agreements between the Parties or their representatives regarding the subject matter hereof.

[Remainder of page intentionally left blank.]

**Force Majeure.** No Party may be considered in default or to have incurred any liability hereunder due to any failure to perform this Agreement should such failure arise out of causes beyond its reasonable control, including, without limitation, work stoppages, fires, riots, accidents, floods, storms, unavailability of utilities or fuel, Internet or other communication failures, or other similar failures or occurrences. The time for performance will be extended for a period equal to the duration of such conditions.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date first written above.

ACCEPTED AND AGREED

Name of Library: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

ACCEPTED AND AGREED

MIDWEST TAPE, LLC

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

## Appendix A

### Advance Schedule

Population of Service Area	Advance in U.S. Dollars
> 1,000,000	\$ 100,000
500,000 - 999,999	\$ 75,000
300,000 - 499,999	\$ 50,000
200,000 - 299,999	\$ 35,000
100,000 - 199,999	\$ 25,000
50,000 - 99,999	\$ 12,000
16,000 - 49,999	\$ 3,000
0 - 15,999	\$ 1,000

### Service Agreement Advance

(Fill in according to Schedule Above)

Population of Service Area	Advance
	\$



## **RESOLUTION NO. 2020-XX**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA APPROVING AN AGREEMENT WITH HOOPLA TO PROVIDE DIGITAL CONTENT SERVICES FOR THE LUCK'S LIBRARY IN SAN JUAN BAUTISTA**

#### **RECITAL**

A. The City Council of the City of San Juan Bautista has reviewed the Hoopla proposal to provide digital content services for the Luck's Library.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA,  
CALIFORNIA, DOES RESOLVE AS FOLLOWS:**

SECTION 1. The proposal is hereby approved and the City Manager is authorized to execute a Contract on behalf of the City.

PASSED, APPROVED, AND ADOPTED at a Regular Meeting of the City Council held on April 21, 2020, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST:

---

Mary V. Edge, Mayor

---

Laura Cent, City Clerk



## CITY OF SAN JUAN BAUTISTA STAFF REPORT

**AGENDA TITLE:** AWARD OF CONTRACT FOR THE THIRD STREET  
RECONSTRUCTION PROJECT FROM TAHUALAMI  
STREET TO MUCKELEMI STREET

**MEETING DATE:** April 21, 2020

**SUBMITTED BY:** Sandra A. Meditch, PE, Acting City Engineer

**DEPARTMENT HEAD:** Don Reynolds, City Manager

---

### **RECOMMENDED ACTION(S):**

That the City Council:

1. Adopt the attached resolution awarding the contract for the Third Street Reconstruction Project from Tahualami St. to Muckelemi St to The Don Chapin Construction, Inc. the low bidder, for an amount of \$1,329,000.
2. Approve a project contingency fund of \$132,900 and authorize the City Manager to approve potential contract change orders and other construction contingencies within said fund.

### **BACKGROUND INFORMATION:**

#### **Project Description**

The proposed project will replace roughly 760 linear feet of damaged and deteriorated roadway, install 8-inch sanitary sewer main and 8-inch water main and reconnect existing services, install storm drain system, removal of damaged concrete, construct new curb and gutter, sidewalk, pedestrian ramps and driveways; new striping and pavement markings. The project is expected to take 4-months, and end by July 31<sup>st</sup>, 2020 with acceptance of the work by the City Council to occur in August.

#### **Advertising-Bid Process and Results**

Bid documents and estimate were prepared by an outside consultant. A Notice to Bidders was published once in the Hollister Free Lance. Staff sent the Notice to Bidders to eight Builders Exchanges, covering Alameda County, Santa Clara County, Contra Costa County, the Peninsula area, and the San Francisco Bay Area.

Five (5) bids were received and opened on March 16, 2020. lowest responsible and responsive bidder is The Don Chapin Company, Inc. which has experience providing roadway reconstruction and utility installation projects. Based on the references provided, The Don Chapin Company, Inc. has performed similar work in neighboring jurisdictions.

Recommendations

Staff recommends that the City Council accept the bid received from The Don Chapin Company, Inc.

Staff recommends awarding a construction budget that includes a contingency to address potential unforeseen conditions during construction, administration, and project closeout. Breakdown of project construction costs is as follows:

Construction Contract	\$ 1,329,000.00
<u>Construction Contingency</u>	<u>\$ 132,900.00</u>
Total Estimated Construction Contract	\$ 1,461,900.00

FISCAL IMPACT:

Some cities are halting their Capital Improvements due to COVID-19 related uncertainties. This project is not funded from reserves that can be used to respond to such emergencies. The funding sources are spread among 7-different sources that do not include the General Fund.

The original Capital Improvement Budget had two street improvement projects identified; Third Street reconstruction (19-9, \$650,000) and Muckelemi Street (19-11, \$420,000) for a total of \$1,070,000. They include 7 different funding sources, all dedicated to street improvement, sewer and water uses (no General Fund). Three funding sources were amended during the mid-year budget process when it was recognized that the Third Street project would need more than \$1 million to complete. The sewer and water lines were estimated to cost \$50,000 each, when in reality, the cost for each is between \$250,000 and \$300,000. The RSTP funding from COG was also confirmed to be less than the \$650,000 shown in the budget, but closer to \$262,000. However, the City discovered \$116,000 of Regional Surface Transportation Program, ("RSTP") funds unclaimed from work done in 2018, (San Juan Hollister Road), bringing the RSTP contribution to \$378,000.

When all of the funding is combined, the total available for this project this fiscal year equals \$1,441,256. This does not include inspection services estimated to be \$15,000 for a total shortfall of close to \$40,000

If the full contingency is required to complete the project and the inspection costs are within the \$15,000 range, this project will be seeking an additional \$40,000 next fiscal year. Completion is expected by July 31<sup>st</sup> so this decision will be known in June before the budget is adopted.

SCHEDULE:

The following is the tentative schedule for this project. Actual schedule will be developed and confirmed with the contractor based upon completion of the required contract documents, approval of pre-submittals, and their availability.

Award Construction Contract	April 2020
Begin Construction	May 2020
Construction Completion	August 2020

ATTACHMENTS

1. Resolution and Contract
2. Bid Tabulation

**RESOLUTION 2020 – XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN  
JUAN BAUTISTA AWARDED A CONTRACT FOR THE THIRD STREET  
RECONSTRUCTION PROJECT FROM TAHUALAMI STREET  
TO MUCKELEMI STREET**

**WHEREAS**, the City budgeted funds for two street improvement projects in Fiscal Year 2018/19; Muckelemi Street (“CIP 19-11”) and Third Street (“CIP 19-09”), and this fiscal year the designs were completed; and

**WHEREAS**, the funds budgeted for the two projects are only sufficient for one of the two projects to move forward, and while discussing the Mid-Year budget, the decision was made to move forward with CIP 19-09 (the Third Street project); and

**WHEREAS**, the estimated cost of the project was \$1,500,000 when bids were formally solicited February 3<sup>rd</sup>, 2020, and a preconstruction meeting was held February 24, 2020; and

**WHEREAS**, the bidding closed March 6, 2020, and five responses were received and publicly opened as summarized in the attached bid tabulation; and

**WHEREAS**, the Acting City Engineer for the City of San Juan Bautista analyzed the bid results and recommends that the contract for said project be awarded to the lowest responsible bidder, The Don Chapin Construction, Inc., for an amount of \$1,329,000; and

**WHEREAS**, the Acting City Engineer recommends that funds for \$1,329,000 be made available for construction contingency; and

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of San Juan Bautista that;

1. The City Manager is hereby authorized to award a contract in much the same form as that contract attached to this resolution, to the lowest responsible bidder in an amount not to exceed \$1,329,000.
2. The City Manager is hereby authorized to approve contract change orders in an amount not to exceed \$132,900.

**PASSED AND ADOPTED** at a regular meeting of the San Juan Bautista City Council on the 21<sup>st</sup> day of April, 2020 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**ATTEST:**

---

Mary V. Edge, Mayor

---

Laura Cent, City Clerk

CITY OF SAN JUAN BAUTISTA - THIRD STREET RECONSTRUCTION PROJECT TAHU/LAMI ST. - MUCKELEMI ST. Option of Probable Construction Costs Final Submittal - March, 2020										Anderson Pacific Engineering Construction, Inc.		Granite Rock Company		Precision Grade Inc.		Monterey Peninsula Engineering		The Don Chapin Co. Inc.					
BASE BID - THIRD STREET										Unit		Total Cost	Unit		Total Cost	Unit		Total Cost	Unit		Total Cost		
Item No.	Item Description				Estimated Quantity	Unit		Total Cost		Unit		Total Cost	Unit		Total Cost	Unit		Total Cost	Unit		Total Cost		
GENERAL																							
1	Mobilization				1	LS		\$70,000.00		\$70,000.00		\$38,900.00		\$196,900.00		\$125,000.00		\$19,992.00		\$19,992.00			
2	Traffic Control System				1	LS		\$43,000.00		\$43,000.00		\$65,000.00		\$63,371.00		\$100,000.00		\$72,000.00		\$72,000.00			
3	Water Pollution Control				1	LS		\$7,000.00		\$7,000.00		\$18,000.00		\$24,439.00		\$15,000.00		\$7,500.00		\$7,500.00			
4	Potholing (REVCABLE)				15	EA		\$900.00		\$13,500.00		\$800.00		\$18,375.00		\$500.00		\$840.00		\$12,600.00			
ROADWAY IMPROVEMENTS																							
5	Hot Mix Asphalt (Type A)				500	TON		\$190.00		\$95,000.00		\$145.00		\$72,500.00		\$180.00		\$90,000.00		\$170.00			
6	Aggregate Base (Class II)				580	CY		\$120.00		\$69,600.00		\$83.00		\$88,160.00		\$60.00		\$34,800.00		\$130.00			
7	Slurry Seal (Type II)				3950	SQYD		\$4.00		\$15,800.00		\$7.00		\$27,650.00		\$7.00		\$27,650.00		\$14.00			
8	Roadway Excavation and Material Disposal				820	CY		\$200.00		\$164,000.00		\$152.00		\$124,640.00		\$130.00		\$106,600.00		\$60.00			
9	Remove Existing Concrete				790	SF		\$10.00		\$7,900.00		\$7.00		\$9,480.00		\$5.00		\$3,950.00		\$5.00			
10	Minor Concrete - Curb & Gutter				935	LF		\$50.00		\$46,750.00		\$71.00		\$66,385.00		\$65.00		\$60,775.00		\$85.00			
11	Minor Concrete - Sidewalk				1460	SF		\$20.00		\$29,200.00		\$26.00		\$37,960.00		\$35.00		\$11,100.00		\$30.00			
12	Minor Concrete - Curb Ramps (Case A)				6	EA		\$2,000.00		\$12,000.00		\$4,600.00		\$25,200.00		\$3,300.00		\$19,800.00		\$2,900.00			
13	Minor Concrete - Curb Ramps (Case F)				2	EA		\$3,000.00		\$6,000.00		\$4,700.00		\$7,300.00		\$3,500.00		\$7,000.00		\$3,200.00			
14	Minor Concrete - Remove and Replace (6" Thick Concrete at Driveways)				930	SF		\$31.00		\$28,830.00		\$32.00		\$42,780.00		\$40.00		\$37,200.00		\$29.00			
15	Minor Concrete - Valley Gutter				585	SF		\$50.00		\$29,250.00		\$34.00		\$44,040.00		\$39.00		\$26,815.00		\$39.00			
16	Detectable Warning Surface				96	SF		\$90.00		\$8,640.00		\$54.00		\$3,264.00		\$25.00		\$2,400.00		\$2,400.00			
17	Tree Removal				4	EA		\$4,000.00		\$16,000.00		\$1,000.00		\$16,060.00		\$1,500.00		\$6,000.00		\$7,200.00			
STORM DRAIN IMPROVEMENTS																							
18	Construct 15-inch RCP SD pipe				33	LF		\$285.00		\$9,405.00		\$9,735.00		\$515.00		\$175.00		\$5,775.00		\$300.00			
19	Construct 24-inch RCP SD pipe				742	LF		\$290.00		\$215,180.00		\$222,600.00		\$390.00		\$222,600.00		\$260.00		\$192,920.00			
20	Construct Drainage Inlet				2	EA		\$6,000.00		\$12,000.00		\$8,000.00		\$18,430.00		\$11,000.00		\$5,500.00		\$11,000.00			
21	Construct Drainage Manhole				3	EA		\$12,000.00		\$36,000.00		\$27,000.00		\$33,770.00		\$12,000.00		\$36,000.00		\$21,600.00			
SANITARY SEWER IMPROVEMENTS																							
22	Remove Existing Sanitary Sewer Manhole				2	EA		\$2,500.00		\$5,000.00		\$4,800.00		\$9,600.00		\$4,100.00		\$8,200.00		\$9,900.00			
23	Plug Existing 6-inch Sewer Pipe				2	EA		\$500.00		\$1,000.00		\$1,600.00		\$5,562.00		\$500.00		\$1,000.00		\$2,200.00			
24	Construct 8-inch Sewer Pipe				770	LF		\$250.00		\$192,500.00		\$230.00		\$177,100.00		\$300.00		\$231,000.00		\$735.00			
25	Construct Sewer Manhole				3	EA		\$18,500.00		\$55,500.00		\$11,800.00		\$35,400.00		\$15,000.00		\$45,000.00		\$7,300.00			
26	Reconnect Existing Sewer Services to New Sewer Pipe				22	EA		\$4,000.00		\$88,000.00		\$63,800.00		\$4,580.00		\$1,800.00		\$39,600.00		\$2,400.00			
WATER IMPROVEMENTS																							
27	Plug Existing 4-inch Water Pipe				2	EA		\$300.00		\$600.00		\$1,600.00		\$6,968.00		\$1,500.00		\$3,000.00		\$2,000.00			
28	Construct 8-inch Water Pipe				685	LF		\$75.00		\$51,375.00		\$167,825.00		\$245.00		\$1,550.00		\$1,022,760.00		\$120.00			
29	Reconnect Existing Water Services to New Water Pipe				15	EA		\$2,000.00		\$30,000.00		\$5,200.00		\$66,120.00		\$3,000.00		\$82,200.00		\$3,000.00			
30	Connect Existing Water Main				2	EA		\$5,000.00		\$10,000.00		\$12,000.00		\$21,892.00		\$8,500.00		\$7,500.00		\$7,500.00			
31	Fire Hydrant Assembly Including Water Valve				2	EA		\$8,500.00		\$17,000.00		\$20,000.00		\$23,988.00		\$17,000.00		\$25,000.00		\$25,000.00			
SIGNING & STRIPING																							
32	Thermoplastic Traffic Stripe - Detail 22				920	LF		\$2.00		\$1,840.00		\$1,380.00		\$5,520.00		\$2.00		\$1,840.00		\$5.00			
33	Thermoplastic Pavement Marking - Crosswalk and Stop Line (12"				2055	SF		\$4.00		\$8,220.00		\$8,220.00		\$14,385.00		\$4.50		\$9,247.50		\$5.00			
34	Thermoplastic Pavement Marking - Word and Symbol				480	SF		\$5.00		\$2,400.00		\$5.00		\$3,600.00		\$5.00		\$2,400.00		\$5.00			
35	Thermoplastic 4-inch White Stripe				202	LF		\$3.00		\$606.00		\$3.00		\$707.00		\$3.50		\$303.00		\$1.50			
36	Rebate roadway Sign				2	EA		\$350.00		\$700.00		\$225.00		\$500.00		\$250.00		\$500.00		\$500.00			
MISCELLANEOUS CONSTRUCTION																							
37	Adjust Water Meter Box Cover to Grade				4	EA		\$500.00		\$2,000.00		\$1,400.00		\$5,600.00		\$4,000.00		\$16,000.00		\$2,600.00			
38	Adjust Electrical Vault Cover to Grade				1	EA		\$3,000.00		\$1,500.00		\$1,500.00		\$462.00		\$2,500.00		\$2,500.00		\$600.00			
39	Adjust Water Valve Cover to Grade				3	EA		\$800.00		\$2,400.00		\$900.00		\$2,700.00		\$850.00		\$2,550.00		\$900.00			
40	Fire Hydrant Blue Markers				5	EA		\$125.00		\$625.00		\$15.00		\$75.00		\$15.00		\$150.00		\$30.00			
41	Adjust Facilities to Grade (Ea 55MH and 50MH Covers)				4	EA		\$1,400.00		\$5,600.00		\$1,400.00		\$5,600.00		\$900.00		\$3,600.00		\$950.00			
42	Supplemental Work (Reversible)				1	LS		\$40,000.00		\$40,000.00		\$40,000.00		\$40,000.00		\$40,000.00		\$40,000.00		\$40,000.00			
SUBTOTAL												\$1,452,921.00				\$1,991,566.00				\$1,576,163.50			
TOTAL BASE BID - THIRD STREET												\$1,452,921.00				\$1,991,566.00				\$1,576,163.50			



## CITY OF SAN JUAN BAUTISTA STAFF REPORT

**AGENDA TITLE:** Contract with RRM Design Group to Prepare a Masterplan for Luck Park

**MEETING DATE:** April 21, 2020

**SUBMITTED BY:** Julie Behzad, PE, City Engineer

**DEPARTMENT HEAD:** Don Reynolds, City Manager

---

### **RECOMMENDED ACTION:**

That the City Council adopt a resolution authorizing the City Manager to execute an agreement with RRM Design Group for preparation of a masterplan for Luck Park and add \$10,000 from Park Impact funds to the approved Budget CIP 20-10 increasing it from \$20,000 to \$30,000.

### **BACKGROUND:**

In 2019, the City issued a request for proposal (RFP) for the development of a masterplan for Luck Park. Luck Park is a one-acre site that currently houses a small library, a small museum, a relocated historic structure, minimal parking and landscape elements including pathways and a turf area. The property was donated to the City by Frances Luck under the conditions that it be held, used and maintained exclusively for a public library, public museum and public park in memory of his father Carl Martin Luck. It has been suggested that the heirs may be willing to consider other civic purposes such as a new City Hall or youth recreation area.

The City has a recognized need and desire to expand the library. New development projects are being assessed a "Library Impact Fee" for the purpose of expanding the library including a "community room". It is possible that the City would also be eligible for grant or foundation funding for the library expansion.

The museum is operated by a nonprofit organization that would like to make the facility more accessible and plan for future expansion. The relocated historic structure is known as the "Jim Jack" shack.

The RFP solicited assistance in evaluating options and preparing a master plan for the site such that projects might proceed as funds become available. The RFP suggested that proposals evaluate at least two programs; the first considering only the expansion of the library and museum, while the second would also include other civic uses.

### **DISCUSSION:**



The City received proposals in late June, 2019. This was the only informal bid received. RRM is a diversified medium sized firm of about 137 professionals including architects, landscape architects, civil engineers and planners. RRM has completed numerous park masterplans with similar scope to this project. In accordance with the RFP, RRM proposed a process that would result in the preparation of two alternatives. Their proposal suggested a three-task process, involving several on-site meetings and workshops to gain input before completing conceptual plans. The schedule submitted in June 2019 anticipated a five-month process.

At staff's request, RRM was recently asked to provide an updated proposal that would respond to the current Covid-19 pandemic situation and allow the project to proceed as soon as possible while ensuring the safety of City staff, and the public. The result is a process that accomplishes the original intent but involves on-line video conferencing, a community on-line survey and social media outreach rather than in-person meetings.

**FISCAL IMPACT:**

The estimated cost of \$25,765 for the completion of the masterplan is reasonable and can be funded through previously appropriated funds of \$20,000 from the Park Impact fees collected from various developers over the years. An additional \$10,000 from this fund is requested to pay for the estimated cost above the \$20,000 of the consultant and to pay for the CSG Engineer to act as project manager.

The masterplan will identify potential capital projects which can be cost estimated and budgeted for through the normal capital improvement project budgeting process. The City remains eligible for a \$200,000 grant from Proposition 68, which was not allocated by the State in 2019 as anticipated. And, as previously noted, library impact fees are an additional funding source, and potential grant funding will also be evaluated.

**ATTACHMENT**

Resolution for approval  
Proposal with Agreement attached

**RESOLUTION NO. 2020-XX**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF SAN JUAN BAUTISTA  
AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL  
SERVICES AGREEMENT WITH RRM DESIGN GROUP TO COMPLETE  
THE LUCK PARK MASTER PLAN**

**WHEREAS**, it is within the best interests of the City of San Juan Bautista to proceed with the planning of its parks, library and museums in the most inclusive manner possible; and

**WHEREAS**, the consultant “RRM Design Group” is dedicated to providing consultant and design services that revolve around the community’s shared vision for its public spaces; and

**WHEREAS**, the Consultant submitted a proposal to the City June 19, 2019, revised in March 2020, to perform a community engagement process and master plan design for Luck Park for the City of San Juan Bautista; and

**WHEREAS**, \$20,000 was budget for this work in the City’s FY 2019.20 Budget as CIP # 20-10 from Park Impact fees, and the revised budget adds another \$10,000 to the estimated cost for these services, requiring staff to request an additional budget allocation from this fund balance; and

**WHEREAS**, the Consultant agreed that it could meet its five-month schedule and provide these services at a cost based on time and materials not to exceed \$25,700.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of San Juan Bautista:

- 1) That the Staff report submitted for the April 21, 2020 Council meeting and its conclusions are hereby deemed to be true and correct, and are made a part of this resolution by reference.
- 2) That the City Council hereby authorizes the City Manager to execute an Agreement with RRM Design Group Inc. in an amount not to exceed \$25,700 to perform community engagement and design a Luck Park Master Plan for the City.
- 3) That the City hereby appropriates an additional \$10,000 for a total in CIP 20-10 of \$30,000, from the balance in the Park Impact fund to pay for additional expenses related to this project.

**PASSED AND ADOPTED** at a regular meeting of the San Juan Bautista City Council  
on the 21<sup>st</sup> day of April, 2020, by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

**Mary V. Edge, Mayor**

**ATTEST:**

---

**Laura Cent, City Clerk**



June 24, 2019

***Transmitted via email: [citymanager@san-juan-bautista.ca.us](mailto:citymanager@san-juan-bautista.ca.us)***

Don Reynolds, City Manager  
City of San Juan Bautista  
311 Second Street  
P.O. Box 1420  
San Juan Bautista, CA 95045

**RE: Luck Park Site Master Plan  
Proposed Scope of Services**

Dear City Manager,

RRM Design Group (RRM) welcomes this opportunity to provide this proposal based on the City of San Juan Bautista's Request for Proposal (RFP) for the Luck Park Site Master Plan project.

## **SCOPE OF SERVICES**

The following scope of services represents RRM's best understanding of the City's goals, needs, and expectations regarding providing a Site Master Plan for the Luck Park site situated on a full city block between Monterey and Tualami Streets, and Second and Third Streets. The concept plan will be guided based on input collected from stakeholders, public outreach, and City directives.

### **Task A: Project Startup**

#### **Subtask A.1: Kickoff Meeting and Site Walk**

RRM staff will attend a kickoff meeting with City staff. The purpose of the kickoff meeting is to review major project objectives, milestones, and the task delivery schedule as well as collect relevant background information from the City. Following the meeting, RRM will walk the project area with City staff to discuss project objectives, site constraints, and preliminary design concepts. We may also visit the other historic structures, such as the "Jim Jack" shack, identified by the City for possible relocation.

#### ***Deliverables:***

- *Attend one (1) kickoff meeting*
- *Tour Luck Park and other historic structures with City staff*



### **Subtask A.2: Stakeholder Meeting**

On the same day as the kickoff meeting, RRM will meet with invited stakeholders to discuss the park master plan design process and potential ideas. This is a precursor to the public workshop. The City will select and invite individuals and groups with interest in the project.

**Deliverables:**

- *Attend one (1) afternoon/evening of stakeholder meetings (same day as kickoff)*

### **Subtask A.3: Base Map**

RRM will prepare a cost-effective base map using available geo-referenced aerial data for the designated project area. The base map will be suitable for planning purposes, but not the same as a surveyed base map. If the City has an existing survey, it can be used for the base map.

**Deliverables:**

- *One (1) planning level base map using available Google Earth and geo-referenced data*

## **Task B: Workshops and City Planning Commission/City Council Meetings**

### **Subtask B.1: Community Workshop #1**

RRM will facilitate a community meeting to discuss project objectives, goals, and ideas for future improvements to Luck Park. This initial workshop is intended to allow the team to listen to community members and discover what people envision for the future park, what they feel is necessary, and what should be avoided. The workshop can be held on a weekday or weekend, depending on the likelihood for higher attendance.

**Deliverables:**

- *Facilitate one (1) public workshop, scheduling and advertising of meeting per City staff; RRM will provide materials to facilitate the workshop*

### **Subtask B.2: Meeting #2**

RRM will facilitate a meeting to share two concept plans and gather feedback to direct continued development of the park master plan design. Based on City direction, this meeting can be used as a second community meeting or a project presentation and working session with the Planning Commission and Historic Resources Board Members. We will receive feedback from participants and address any comments as part of the design tasks.

**Deliverables:**

- *Presentation of concept plans, scheduling and advertising of meeting by City staff; RRM will provide materials*



### **Subtask B.3: City Council Meeting #3**

RRM will participate in a presentation of the preferred conceptual plan to the City Council. This plan would likely be for conceptual plan approval and discussion about the potential phasing, design elements, and next steps.

***Deliverables:***

- *Presentation to City Council*

### **Task C: Conceptual Design**

#### **Subtask C.1: Preliminary Conceptual Plan Alternatives**

Once the first public workshop is complete, RRM will develop two conceptual site plan alternatives for Luck Park. At a minimum, the design options will include the two programs described in the City's RFP: 1) Expansion of the library and museum only, and 2) Expansion of the library, museum, and other civic uses. The master plan alternatives will include site plans with graphics, including sample images that illustrate examples of the proposed improvements. These may include providing multiple options for certain key features.

The alternatives will work to create a functional and inviting community space that is rooted in the site's history and character of San Juan Bautista. RRM's multidisciplinary team will include a licensed architect providing high-level review and comments on the City's Library expansion footprint and future museum expansion, related to compliance issues with Building Code and disabled access. In addition to the City's proposed building expansions and civic uses, the concepts may illustrate possible future site improvements such as special features, amenities, and general landscape improvements.

RRM will meet with City staff to go over our preliminary plan alternatives and obtain necessary feedback.

***Deliverables:***

- *Two (2) conceptual site plan alternatives and graphics (with options for key features)*
- *One (1) meeting (by phone) with City staff*

#### **Subtask C.2: Draft Final Conceptual Plan**

Following the review of the preliminary conceptual master plans with City staff, and obtaining feedback from Meeting #2, RRM will resolve the concept alternatives and develop updated graphics for a single draft final conceptual Luck Park Site Master Plan. RRM will meet with City staff to go over the plan and obtain necessary feedback.

***Deliverables:***

- *One (1) draft final conceptual plan and updated graphics*
- *One (1) meeting (by phone) with City staff*



### **Subtask C.3: Final Conceptual Plan**

Following the final input from staff and the City Council Meeting #3, RRM will incorporate the comments received into a final version of the concept plan and corresponding graphics. Given the prior reviews by the public, staff, Planning Commission, and City Council, relatively minor adjustments to the concept master plan are anticipated for this task.

***Deliverables:***

- *One (1) final conceptual plan and graphics*

### **Reimbursable Expenses**

Incidental expenses incurred by RRM Design Group or any subconsultant it may hire to perform services for this project are reimbursed by the Client at actual cost plus 10% to cover its overhead and/or administrative expenses. Reimbursable expenses include, but are not limited to, reproduction costs, postage, shipping and handling of drawings and documents, long-distance communications, fees paid to authorities having jurisdiction over the project, the expense of any additional insurance requested by Client in excess of that normally carried by RRM Design Group or its subconsultants, travel expenses (transportation/automobile/lodging/meals), and renderings and models. Reimbursable automobile travel mileage will be billed at the current IRS business standard mileage rate.

***Estimated Fee:***

- **\$900**

### **SERVICES AND/OR INFORMATION TO BE PROVIDED BY CLIENT**

- Meeting facility location, scheduling, and advertising
- Relevant record drawings of the site
- Library expansion program with estimated square footage

### **LIMITATIONS OF SCOPE AND EXCLUSIONS**

Please note that the tasks to be performed by the RRM team are limited purely to those outlined above. The City may request additional design services. The following work could be included in the park master plan project but are not specifically included in this scope of services at this time.





The following services or tasks are specifically excluded from the scope:

- Architectural design
- Construction documents
- Survey
- Tree assessment/arborist report
- Civil engineering
- Additional alternative design options
- Geotechnical services
- Environmental documents (CEQA)
- Applications and fees
- Utility plans
- Subsurface potholing

## TASK AND FEE SUMMARY

TASK	DESCRIPTION	Fixed Fee (see footnote)
<b>Task A</b>	<b>Project Startup</b>	
A.1/A.2	Kickoff Meeting and Site Walk/Stakeholder Meeting	\$ 3,315
A.3	Base Map	\$ 800
	<b>Task A Subtotal</b>	<b>\$ 4,115</b>
<b>Task B</b>	<b>Workshops and City Planning Commission/City Council Meetings</b>	
B.1	Workshop #1	\$ 2,965
B.2	Meeting #2	\$ 1,915
B.3	City Council Meeting #3	\$ 1,915
	<b>Task B Subtotal</b>	<b>\$ 6,795</b>
<b>Task C</b>	<b>Conceptual Design</b>	
C.1	Preliminary Conceptual Plan Alternatives	\$ 5,095
C.2	Draft Final Conceptual Plan	\$ 3,455
C.3	Final Conceptual Plan	\$ 1,375
	<b>Task C Subtotal</b>	<b>\$ 9,925</b>
	<b>SUMMARY OF FEES:</b>	<b>\$20,835</b>
	<b>Estimated Reimbursable Expenses:</b>	<b>\$900</b>
	<b>ESTIMATED PROJECT TOTAL:</b>	<b>\$21,735</b>



### **Fee Footnotes**

Fixed fee tasks will be billed as the work progresses until the task is completed and the total amount stated in the contract for the task is invoiced.

### **Adjustment to Hourly Billing Rates**

RRM reserves the right to adjust hourly rates on an annual basis.

If you have any questions or require clarification of the scope of services or fees outlined above, please do not hesitate to call us. Thank you again for this opportunity.

Sincerely,

### **RRM DESIGN GROUP**

A handwritten signature in blue ink, appearing to read 'Melanie Mills'.

Melanie Mills, PLA  
Project Manager  
CA License No. 5394  
mmills@rrmdesign.com

A handwritten signature in blue ink, appearing to read 'Jeff Ferber'.

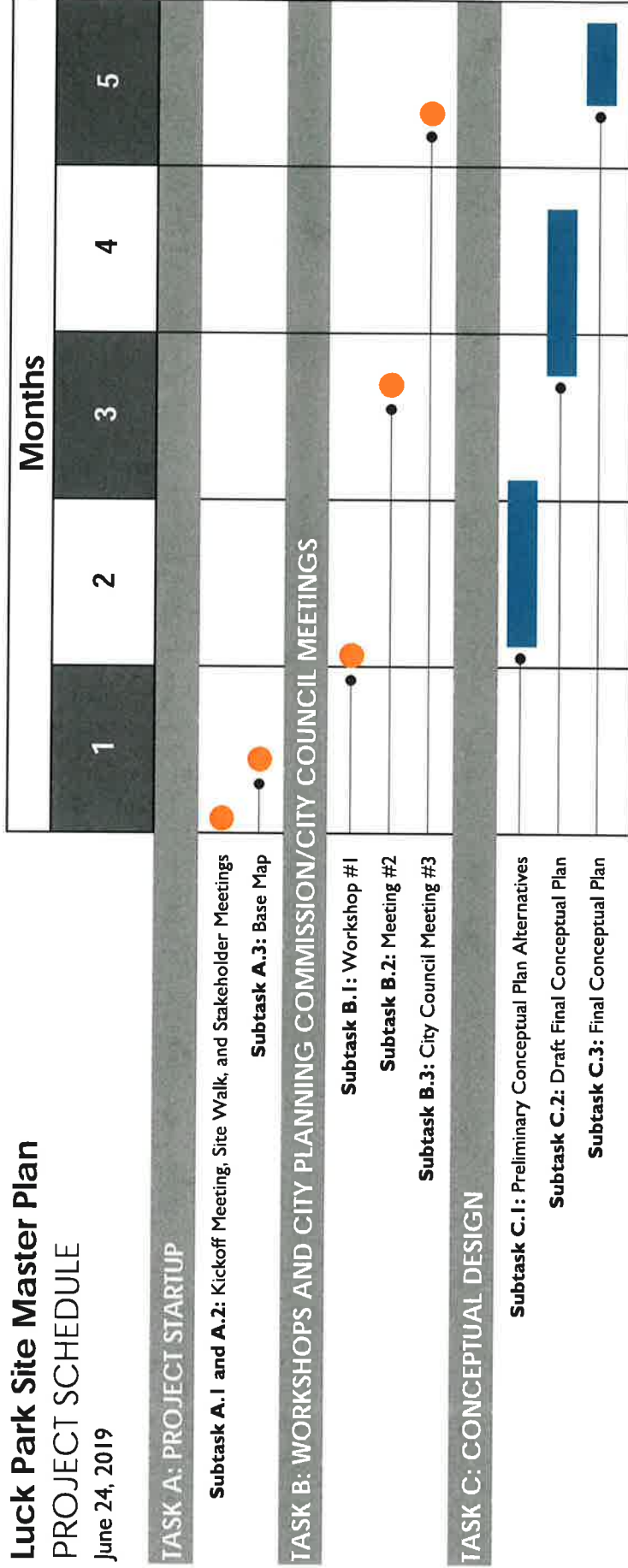
Jeff Ferber, ASLA, PLA  
Principal-in-Charge  
CA License No. 2844

Attachment:   Project Timeline  
                  Firm Profile  
                  Organizational Chart  
                  Resumes  
                  Relevant Experience  
                  Exhibit A-I, Schedule I

# Luck Park Site Master Plan

## PROJECT SCHEDULE

June 24, 2019



**Notes:** 1. RRM is available to begin work upon award of contract.

2. Schedule to be adjusted as needed to allow for City review and regularly scheduled City meetings.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

### **PREAMBLE**

This Agreement for the performance of professional services ("Agreement") is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 ("Effective Date"), by and between the City of San Juan Bautista, with its principal place of business located at 311 2nd Street / P.O. Box 1420, San Juan Bautista, CA 95045 ("City") and RRM Design Group, a California corporation, with its principal place of business located at 3765 S. Higuerra Street, Suite 102, San Luis Obispo, California, 93401 ("Consultant"). City and Consultant may be referred to individually as a "Party" or collectively as the "Parties" or the "Parties to this Agreement."

### **RECITALS**

WHEREAS, City desires to secure professional services as described in Exhibit "A" entitled "Luck Park Master Plan" (hereinafter referred to as the "Scope of Services and Fee Schedule"); and

WHEREAS, Consultant hereby represents that it possesses the professional qualifications and expertise to provide such services, and;

WHEREAS, the Parties have specified herein the terms and conditions under which such services will be provided and paid for.

NOW, THEREFORE, the Parties hereto agree as follows:

### **AGREEMENT PROVISIONS**

#### **1. SCOPE OF SERVICES**

Except as specified in this Agreement, Consultant shall furnish all technical and professional services, including labor, material, equipment, transportation, supervision, and expertise (collectively referred to as "Services") to satisfactorily complete the work required by City at its own risk and expense. Services to be provided to City include facilitation of a Luck Park master Plan, more fully described in Exhibit "A", entitled "Scope of Services". All of the exhibits referenced in this Agreement are attached and incorporated by this reference.

#### **2. TERM OF AGREEMENT**

**A.** Consultant will begin providing the Services described herein upon receipt of an executed Agreement from City. Consultant must complete Services within the time limits set forth in Scope of Services or as mutually determined in writing by Parties.

**B.** Unless extended by mutual written agreement of Parties, or terminated earlier

in accordance with this Agreement, Consultant's obligation to perform Services shall commence as described above in paragraph 2A and shall continue in full force and effect until satisfactory completion of Services.

**3. RESPONSIBILITY OF CONSULTANT**

Consultant shall be responsible for the quality, technical accuracy, and coordination of Services furnished under this Agreement. Consultant will endeavor to provide Services in a manner consistent with the level of care and skill ordinarily exercised by other professionals providing the same service in the same locale. Consultant shall be solely responsible to City for the performance of Consultant, and any of its employees, agents, subcontractors, or suppliers under this Agreement.

Compliance with Laws. Consultant shall use the standard of care in its profession to comply with all applicable federal, state, and local laws, codes, ordinances, and regulations.

**4. RESPONSIBILITY OF CITY**

- A. On behalf of City, the City Manager shall be City's authorized representative and will ensure all required budget, purchase orders, service orders and any other internal documentation necessary to comply with the terms of this agreement are properly and timely prepared in order to enable Consultant to continue services according to terms of Agreement.
- B. On behalf of City, the City Manager or designee shall be City's authorized representative in the interpretation and enforcement of all work performed in connection with this Agreement. The City Manager shall render decisions in a timely manner pertaining to documents submitted by Consultant in order to avoid unreasonable delay in the orderly and sequential progress of Consultant's services. The City Manager or designee may delegate authority in connection with this Agreement to designees. Consultant shall promptly comply with instructions from City Manager and/or his/her designees.

**5. PAYMENT OF COMPENSATION**

- A. In consideration for Consultant's performance of Services, City shall pay Consultant pursuant to Consultant's Standard Rate Schedule, the current version of which is outlined in the attached Exhibit "A", entitled "Scope of Services" on a time and materials basis, not to exceed forty thousand dollars (\$40,000). Payments made by City under this Agreement shall be the amounts charged for Services provided and billed by Consultant, subject to verification by City, pursuant to the standard rates set forth in the Fee Schedule. Consultant may begin services prior to the effective date of this Agreement at its own risk, with the understanding that, upon City approval, City may choose to compensate Consultant for services performed prior to Council authorization, within the limits

of the City Manager's authority.

- B. Consultant shall bill City on a monthly basis for Services provided by Consultant during the preceding month, subject to verification by City. Payment to Consultant for Services will be made within thirty (30) days of date of Consultant invoice. Amounts unpaid 60 days after invoice date shall bear interest at the rate of 1% per month.

**6. RIGHT TO TERMINATION**

Both parties reserve the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to the other party. As of the date of termination, Consultant shall immediately cease all services hereunder, except such as may be specifically approved by both Consultant and City's authorized representative after termination has been noticed under this provision ("windup services"). Consultant shall be entitled to compensation for all services rendered prior to termination, and any agreed-upon windup services.

**7. NO ASSIGNMENT OF AGREEMENT/SUCCESSORS IN INTEREST**

This Agreement is a contract for professional services. City and Consultant bind themselves, their partners, successors, assigns, executors and administrators to all covenants of this Agreement. Except as otherwise set forth in this Agreement, no interest in this Agreement shall be assigned or transferred, either voluntarily or by operation of law, without the prior written approval of both parties.

**8. NO AUTHORITY TO BIND CITY**

Consultant shall not have authority, expressed or implied, to act on behalf of City as an agent, or to bind City to any obligations whatsoever, unless specifically authorized in writing by the City Manager or his/her authorized representative.

**9. NO THIRD PARTY BENEFICIARY**

This Agreement shall not be construed to be an Agreement for the benefit of any third party or parties and no third party or parties shall have any claim or right of action under this Agreement for any cause whatsoever.

**10. CONSULTANT IS AN INDEPENDENT CONSULTANT**

It is agreed that in performing the work required under this Agreement, Consultant and any person employed by or contracted with Consultant to furnish labor and/or materials under this Agreement is neither an agent nor employee of City. Consultant has full rights to manage its employees subject to the requirements of the law.

**11. CONFIDENTIALITY OF MATERIAL**

All memoranda, specifications, plans, data, drawings, descriptions, documents, discussions or other information received by or for Consultant and all other written information submitted to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant and shall not, without the prior written consent of City, be used for any purposes other than the performance of the Services nor be disclosed to an entity not connected with performance of the Services. Nothing furnished to Consultant, which is otherwise known to Consultant or becomes generally known to the public or is of public record, shall be deemed confidential. Nothing under this Agreement shall be construed to interfere with the City's performance of its obligations under the CA Public Records Act.

**12. RIGHT OF CITY TO INSPECT RECORDS OF CONSULTANT**

City, through its authorized employees, representatives or agents shall have the right during the term of this Agreement and for three (3) years from the date of final payment for goods or services provided under this Agreement, to audit the books and records of Consultant for the purpose of verifying any and all charges made by Consultant in connection with Consultant's compensation under this Agreement, including termination of Consultant. Consultant agrees to maintain sufficient books and records in accordance with generally accepted accounting principles to establish the correctness of all charges submitted to City. City shall disallow any expenses not so recorded.

Consultant shall submit to City any and all reports concerning its performance under this Agreement that may be requested by City in writing. Consultant agrees to assist City in meeting City's reporting requirements to the State and other agencies with respect to Consultant's Services hereunder.

**13. CORRECTION OF SERVICES**

Consultant will be given the opportunity and agrees to correct any incomplete, inaccurate or defective Services at no further cost to City, when such defects are due to the negligence, errors, or omissions of Consultant.

**14. FORCE MAJEURE**

The time for performance of services to be rendered pursuant to this Agreement may be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of Consultant, including, but not restricted to, acts of God or of any public enemy, acts of the government, fires, earthquakes, floods, epidemic, quarantine restrictions, riots, strikes, freight embargoes and unusually severe weather if Consultant shall, within ten (10) days of the commencement of such condition, notify the City Manager, who shall thereupon ascertain the facts and extent of any necessary delay, and extend the time for performing services if such delay is not the fault of Consultant. City Manager's determination in this respect shall be final and conclusive upon the parties to this Agreement.



**15. FAIR EMPLOYMENT**

Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, condition of physical handicap, religion, ethnic background, or marital status, in violation of state or federal law.

**16. HOLD HARMLESS/INDEMNIFICATION**

Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless City from any and all losses, damages, liabilities or costs (including reasonable defense costs recoverable under applicable law on account of negligence) resulting from third-party claims to the extent caused by Consultant's recklessness, willful misconduct, or Consultant's negligent acts, errors or omissions in the performance of Services under this Agreement or that of anyone for whom Consultant is legally responsible, except to the extent caused by City's negligence, recklessness or willful misconduct or that of anyone for whom City is legally responsible. For the purposes of this Agreement, to the extent applicable, the provisions of California Civil Code Section 2782.8 are incorporated herein by reference.

**17. INSURANCE REQUIREMENTS**

A. Without limiting Consultant's indemnification of City, and prior to commencing any Services required under this Agreement, Consultant shall purchase and maintain in full force and effect, at its sole cost and expense, the following insurance policies with at least the indicated coverage's, provisions and endorsements:

1. Commercial General Liability Policy (bodily injury and property damage):  
Policy limits are subject to review, but shall in no event be less than, the following:  
\$1,000,000 Each Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products/Completed Operations Aggregate  
\$1,000,000 Personal Injury
2. Workers' Compensation Insurance Policy as required by statute and employer's liability with limits of at least one million dollars (\$1,000,000) policy limit Bodily Injury by disease, one million dollars (\$1,000,000) each accident/Bodily Injury and one million dollars (\$1,000,000) each employee Bodily Injury by disease.
3. Comprehensive Business Automobile Liability Insurance Policy with policy limits at minimum limit of not less than one million dollars (\$1,000,000) each accident using. Liability coverage shall apply to all owned, non-owned and hired autos.

4. Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of Consultant. Coverage shall be in an amount of not less than one million dollars (\$1,000,000) per claim/aggregate.

**B. EVIDENCE OF COVERAGE**

Prior to commencement of any Services under this Agreement, Consultant, shall, at its sole cost and expense, purchase and maintain not less than the minimum insurance coverage with endorsements and deductibles indicated in this Agreement. Consultant shall file with City all certificates for required insurance policies for City's approval as to adequacy of insurance protection.

**C. ADDITIONAL INSURED ENDORSEMENT**

General liability insurance shall include endorsements that:

- a. Identify the policy number;
- b. Include a statement that "the City of San Juan Bautista, including its officers, employees and volunteers are additional insureds";
- c. Include a statement that the insurance shall be primary and that the insurance shall not be cancelled except upon prior written consent to City (30 days prior);
- d. Endorsements must be signed by the insurance City or broker, and provided to the City;
- e. Any deviations from the above insurance requirements must be approved by the City's counsel.

**18. AMENDMENTS**

It is mutually understood and agreed that no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties and incorporated into this Agreement. Such changes, which are mutually agreed upon by City and Consultant, shall be incorporated via amendments to this Agreement.

**19. WAIVER**

No term or provision hereof shall be deemed waived and no default or breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented to such breach. The consent by any party to, or waiver of, a breach or default by the other, shall not constitute a consent to, waiver of, or excuse for, any

other different or subsequent breach or default

The failure of either party to insist upon or enforce strict conformance by the other party of any provision of this Agreement or to exercise any right under this Agreement shall not be construed as a waiver or relinquishment of such party's right unless made in writing and shall not constitute any subsequent waiver or relinquishment.

**20. INTEGRATED DOCUMENT - TOTALITY OF AGREEMENT**

This Agreement embodies the Agreement between City and Consultant and its terms and conditions. No other understanding, agreements, conversations, or otherwise, with any officer, agent, or employee of City prior to execution of this Agreement shall affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreement shall be considered as unofficial information and in no way binding upon City.

All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto, are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

**21. SEVERABILITY CLAUSE**

In the event any one or more of the provisions contained herein shall, for any reason, be held invalid, illegal or unenforceable in any respect, it shall not affect the validity of the other provisions which shall remain in full force and effect.

If any part of this agreement is for any reason held to be excessively broad as to time, duration, geographical scope, activity or subject, it will be construed, by limiting or reducing it, so as to be enforceable to the extent reasonably necessary for the protection of the City.

**22. NOTICES**

All notices to the Parties shall, unless otherwise requested in writing, be sent to City addressed as follows:

City Manager  
City of San Juan Bautista  
311 2nd Street / P.O. Box 1420  
San Juan Bautista, CA 95045

And to Consultant addressed as follows:

Jeff Ferber, ASLA, PLA  
Principal in Charge

3765 S. Higuera Street Suite 102,  
San Luis Obispo CA 93401  
(805) 543-1794

w/copy to Melanie Mills, PLA, Project Manager

**23. STATUTES AND LAW GOVERNING CONTRACT**

This Agreement shall be governed and construed in accordance with the statutes and laws of the State of California.

**24. WAIVER OF CONSEQUENTIAL DAMAGES**

City and Consultant mutually agree to waive all claims of consequential damages arising from disputes, claims, or other matters relating to this Agreement.

**25. DISPUTE RESOLUTION**

- A. Unless otherwise mutually agreed to by the Parties, any controversies between Consultant and City regarding the construction or application of this Agreement, and claims arising out of this Agreement or its breach, shall be submitted to mediation within thirty (30) days of the written request of one Party after the service of that request on the other Party.
- B. The Parties may agree on one mediator. If they cannot agree on one mediator, the Party demanding mediation shall request that the Superior Court of San Mateo appoint a mediator. The mediation meeting shall not exceed one day or eight (8) hours. The Parties may agree to extend the time allowed for mediation under this Agreement.
- C. The costs of a mediator shall be borne by the Parties equally, and each Party shall bear its own costs incurred in connection with mediation, including but not limited to attorneys' fees.

**26. VENUE**

In the event that suit shall be brought by either Party, the Parties agree that the venue shall be exclusively vested in the State Courts of the County of San Mateo or where otherwise appropriate, exclusively in the United States District Court, Northern District of California, San Francisco.

**27. SIGNATURES**

The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of the respective legal entities of Consultant and City.

The Parties acknowledge and accept the terms and conditions of this Agreement as evidenced by the following signatures of their duly authorized representatives. It is the intent of the Parties that this Agreement shall become operative on the Effective Date.

Approved as to form:

"City"

City of San Juan Bautista

"Consultant"

RRM Design Group Inc.  
a California corporation

---

Don Reynolds  
City Manager

---

Jeff Ferber, ASLA, PLA  
Principal in Charge

**Exhibit A**  
**Scope of Services and Fee Schedule**



## CITY OF SAN JUAN BAUTISTA CITY COUNCIL STAFF REPORT

**AGENDA TITLE:** Discuss the re-establishment of an Urban Growth Boundary

**MEETING DATE:** April 21, 2020

**SUBMITTED BY:** David J. R. Mack, AICP (Contract Planner)

**DEPARTMENT HEAD:** Don Reynolds, City Manager

---

**RECOMMENDED ACTION(S):** Staff recommends the City Council:

1. Receive an informational presentation on the Urban Growth Boundary; and
2. Discuss the option(s) of re-establishing an Urban Growth Boundary; and
3. Discuss the options(s) of amending the Sphere of Influence.

**BACKGROUND INFORMATION:**

An Urban Growth Boundary, or UGB, is a regional boundary, set in an attempt to control urban sprawl by, in its simplest form, mandating that the area inside the boundary be used for urban development and the area outside be preserved in its natural state or used for agriculture.

Legislating for an "urban growth boundary" is one way, among many others, of managing the major challenges posed by unplanned urban growth and the encroachment of cities upon agricultural and rural land.

Prior to the adoption of the 2035 San Juan Bautista General Plan, adopted on November 1, 2015, the City of San Juan Bautista had an UGB surrounding it. However, the adopted 2035 General Plan did not include an UGB, and therefore a UGB is not in place at this time.

That being said, there are numerous policies/goals within the 2035 General Plan that speak to a UGB, as detailed below:

**Goal HO 4**

- Objective HO 4.1
  - Policy 4.1.4
    - Program HO 4.1.4.1 – Maintain an Urban Growth Boundary to promote new growth in desirable areas and protect prime agricultural lands and viewshed.

**Goal LU 3**



- Objective LU 3.2
  - Policy LU 3.2.1
    - Program 3.2.1.1 – Develop urban growth boundaries to successfully control urban sprawl without restricting development to avoid home price increases.

Goal PF 1

- Objective PF 1.2
  - Policy PH 1.2.3 – Provide extensions of the City potable water service to properties within the designated sphere of influence. Do not extend service or sell capacity to development on agricultural or open space lands outside of the City's Urban Growth Boundary.

**DISCUSSION**

Process for Re-Adoption/Re-Establishment of an Urban Growth Boundary

Amending and/or re-implementing an Urban Growth Boundary, will require coordination between the City of San Juan Bautista, Local Agency Formation Commission Organization (LAFCO), and San Benito County, as well as cooperation with effected land owners.

Application to re-institute (or change) a UGB is part of a series of tools the City can use to plan for future annexations and determine where development will occur. LAFCO would oversee all jurisdictional boundary changes.

Implementation (and/or future amendments) of a UGB requires a series of actions:

- 1) Identification of where the boundary(ies) shall be placed;
- 2) Coordination with San Benito County;
- 3) Coordination with LAFCO;
- 4) General Plan Amendment(s) (potentially multiple sections);
- 5) Re-zoning of applicable properties
- 6) Zoning Ordinance Amendment;
- 7) California Environmental Quality Act (CEQA).
  - a. Initial Study/Mitigated Negative Declaration; or
  - b. Environmental Impact Report (EIR).
    - i. Supplemental EIR; or
    - ii. Addendum to prior EIR; or
    - iii. Tier off prior EIR

(The level of environmental review will need to be determined at a later date, and will depend on the content of the 2015 General Plan EIR and where the proposed UGB is located.)

#### Information in 2035 General Plan

As mentioned above, a UGB was *not* included in the 2035 General Plan. The 2035 General Plan did include a “Sphere of Influence” (SOI) discussion and map (Map 4.2) which is attached to this Staff Report.

An SOI is intended to encourage cooperation between governing bodies/jurisdictions, even though one governing body/jurisdiction has no formal governing power. A city’s SOI is adopted by LAFCO and is “a plan for the probable physical boundaries and service area of a local government agency as determined by the commission”.

The City of San Juan Bautista first had a “sphere” boundary established by LAFCO in 1985, when approximately 3.7 square miles of unincorporated land outside of the city limits. The original “sphere” was bounded by Lucy Brown Road (to the east), San Justo Road (to the north), Prescott Road (to the northwest), the hills of the Gabilan Range (to the west), and San Juan Canyon Road (to the south).

This sphere was the adoption of the original “sphere”, it has been amended and most recently includes a larger stretch of land to the north along San Juan Highway and to the west along SR-156.

In this particular case, the “sphere of influence” would encourage the County of San Benito to consult with the City of San Juan Bautista, for all development projects and/or activities proposed to be conducted or proposed within the “sphere”. The “Sphere of Influence” does not provide San Juan Bautista with any governing powers, as the land remains under the jurisdiction of San Benito County, for all permits (land use) and legislative actions.

Unfortunately, the SOI shown in Map 4.2, while included in the 2035 General Plan, was never formally adopted, approved, and/or recorded with LAFCO, so it is unclear if the “sphere” is adequately and formally accepted by all jurisdictional parties (San Juan Bautista, LAFCO, and San Benito County).

Consequently, the City’s current SOI boundary reverts back to the most recent LAFCO adopted/certified map, which was completed in 1998 (estimated). Until such time that the 2035 General Plan SOI is processed through LAFCO, the prior SOI will remain on record and in effect.

In discussions with the San Benito County, Resource Management Agency-Planning Division, staff has indicated that they will continue to collaboratively work with the San Juan Bautista on both the previously adopted and 2035 proposed Sphere of Influence area(s) until the matter of formal adopting and revision is completed.

The overall intent of the SOI is to identify areas outside of the City boundaries that would be prime for annexation in the future. With that in mind, it needs to be noted, that the City should be prepared to provide public services (water, sewer, fire, police, road maintenance, etc.) to all area identified in past and future SOI area(s). City staff recently held discussions with LAFCO regarding the potential for future annexations around the City. Those discussions raised the concern of the City's ability to increase sewer services to additional areas.

At this time, stability efforts and sludge removal have been completed. However, the salt content coming out of the plant has become another issue that needs to be resolved. The City Manager been in contact with potential sources to attempt to address and remedy the new issues. Until the sewer/salt issues have been remedied, large scale developments (multi-family, subdivision(s), large scale commercial, etc.) may need to be delayed until the Sewer Treatment Facility is in full compliance.

Additionally, LAFCO recommended that prior to annexation and/or establishment of a new SOI, the City should work in parallel with a tax sharing agreement for annexations between the City and the County, development applications, and the compliance of the Sewer Treatment Facility.

#### Prior Urban Growth Boundary / CEQA Efforts

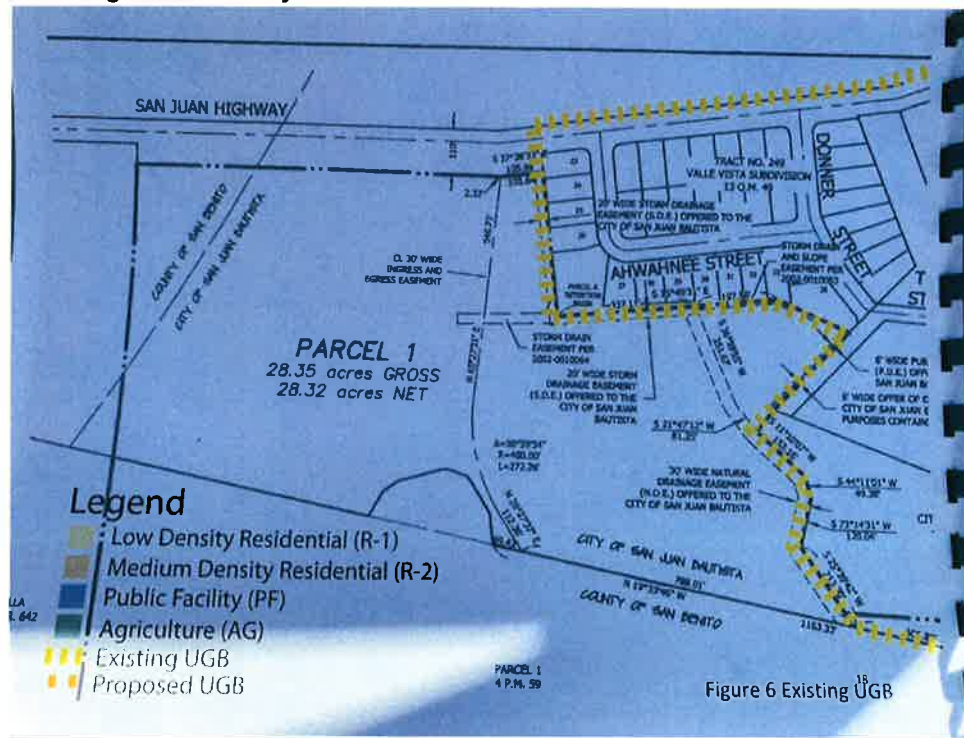
As mentioned previously the City of San Juan Bautista previously had an UGB in place, however the UGB was not carried forward with the adoption of the 2035 General Plan.

However, while in effect/existence, the last amendment to the prior UGB was done in October 2014, when the UGB was expanded to include the former Christopher Ranch property, where the Rancho Vista subdivision is currently being developed. (see photos below).

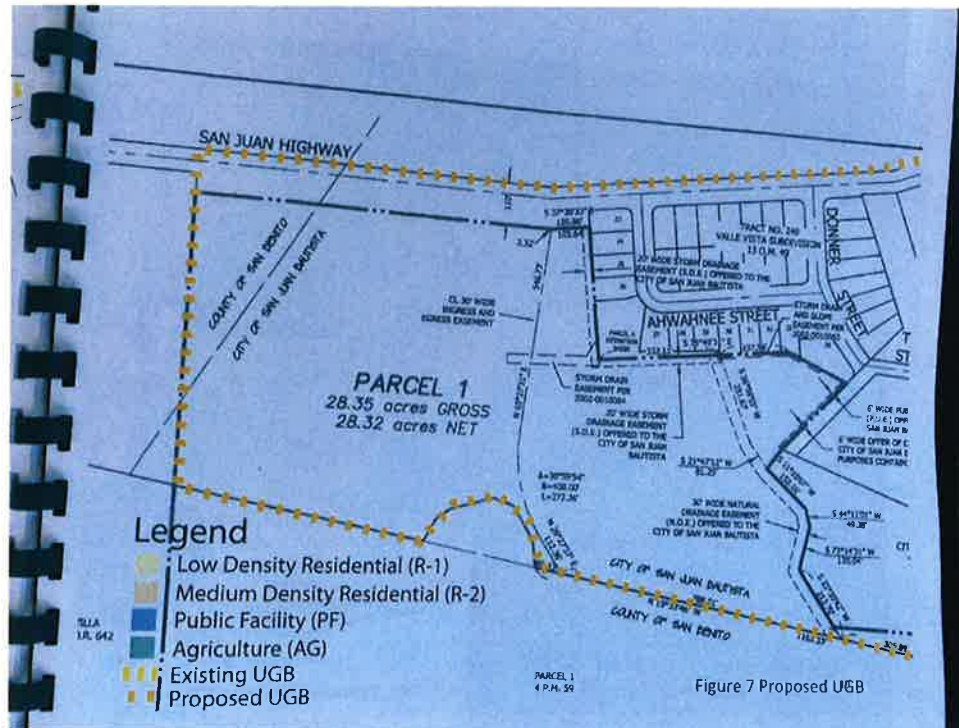
Attachments:

Sphere of Influence Map 4.2

Existing UGB – May 2014



Amended UGB – October 2014



This amendment was done via a Mitigated Negative Declaration, which addressed potential environmental effects to the UGB boundary change.

Conclusion

Currently the City of San Juan Bautista does not have an Urban Growth Boundary in place, as it was dropped off during the adoption and implementation of the 2035 General Plan. Additionally, it is not clear that the SOI shown in the 2035 General Plan is correct and/or valid, as it was never adopted or approved by LAFCO following the 2035 General Plan adoption. LAFCO reports that this is the case, and that the original SOI from 1998 remains in place.

If San Juan Bautista desires to re-implement an UGB, substantial coordination with the San Benito County, LAFCO, and effected private property owners (where the boundaries would be placed) will be required. Upon identification of the desired placement of the boundary, a General Plan Amendment (to include the UGB within the General Plan) would be required. The adoption of an UGB is a "project" under the California Environmental Quality Act (CEQA), and therefore will require the preparation of an appropriate environmental document (EIR, IS/MND, etc.).

Staff is seeking direction from the City Council, as to their desire on whether a UGB should be implemented, and if the City Council would like Staff to begin working with LAFCO to: 1) update the SOI as shown in the 2035 General Plan; 2) Confirm the enforceability of the previously adopted SOI; and/or 3) Develop a new SOI to be adopted/certified by LAFCO in the future.

ATTACHMENTS:

1. Map 4.2 of the 2035 San Juan Bautista General Plan (Sphere of Influence and Area of Concern Map).



Map 4.2 City of San Juan Bautista: Proposed Boundaries

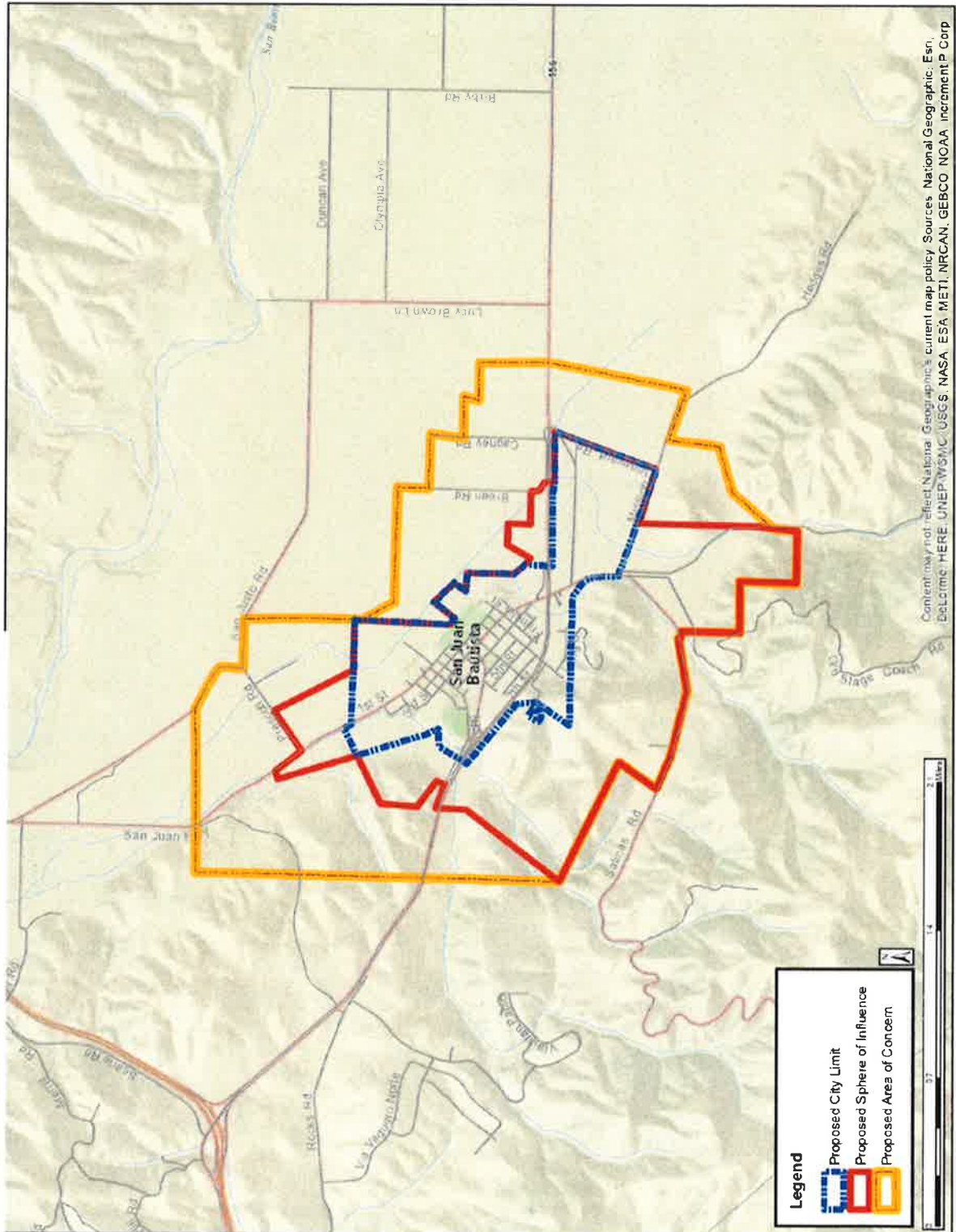


Figure 5.0







## CITY OF SAN JUAN BAUTISTA CITY COUNCIL REPORT

**AGENDA TITLE:** WATER AND WASTE WATER STATUS REPORT

**MEETING DATE:** April 21, 2020 (update to Item 6B from March 17, 2020)

**DEPARTMENT HEAD:** Don Reynolds, City Manager

---

### **BACKGROUND INFORMATION:**

A comprehensive overview of the City's water and waste water systems was submitted as Item "#6B") for the City Council's consideration March 17, 2020. Since that time, staff has continued to make improvements to the Waste Water Treatment Plant ("WWTP") and continues to work on the Master Plans for both systems. Described in the attached March 17, 2020 staff report is a new communication commitment between the City and its water regulators the State Water Regional Resources Control Board and the Environmental Protection Agency. Staff's reply in December 2019 to both agencies suggested a 90-day update and, after meeting with them February 25<sup>th</sup>, they asked for Master Plans to be updated monthly.

### **DISCUSSION:**

Four attachments are being provided for the City Council's consideration as an update to the March 17, 2020 staff report: 1) March 20 Master Plan update, 2) April 3 Master Plan Update, 3) the 90-day WWTP update, and 4) copy of the letter sent to Senator Caballero and copied to Assembly Member Rivas.

#### **Water System**

The City is in the process of applying for a new "blended permit" from the Drinking Water Division of the Water Board. When the Nitrates exceeded the legal limit last month, the City was provided specific direction about how to apply for and receive a blended permit. Some capital outlay is required.

Work continues to complete the two-year project wrapping up several details at Wells 5 and 6. Some of these changes are due to the switch from the primary source of Well 6 to Well 5. A new Telemetry system is one of the last steps to be completed.

Two large storage tanks are on order to help store water when the filter has to be flushed. This solution is necessary because of the 4-inch line that limits the ability of the sewage lift station to pump the waste water from the flushing. This lift station is being re-vamped for its own PG&E

control panel, as required by the Coke Farms agreement. It is being designed for larger pumps that will also help mitigate this problem. It has been at PG&E for review for two months.

#### Waste Water System

Attached is Cypress Water Services 90-day report on the WTP, dated April 2, 2020. Since sending this report, we have not received any concerns from the EPA or Water Board. It confirms that in 2020, the City is in compliance with all coliform levels in the effluent discharge. This does not impact the salt in the discharge. The current system is not designed to remove the dissolved solids.

#### Master Plan Status

The two status reports attached to this report show the City making good progress toward its goal of having a completed study by June, 2020; GIS and mapping are completed, water quality data is being analyzed from current sources and alternative sources, and evaluations are being completed for water flow analysis and water consumption factors.

The City and the consulting team have opened a grant application with the USDA. This is for the Rural Development grant program. We are well on our way to completing this application in the next month or so. This is good news in light of the fact that the Water Board has determined we are no longer eligible as a DAC- Disadvantaged Community. (However, the City's unemployment rate has changed since February 25<sup>th</sup>). Since beginning this grant application, the RD-USDA program received a real boost in funding from the CARES Act. Maybe these different factors will merge together in the City's favor.

Lastly, the City Attorney and City Manager spoke with Senator Caballero's office February 26<sup>th</sup>, and they requested a letter summarizing our Water situation. This Attached letter suggests the most expensive solution to be close to \$23 million dollars; sending wastewater to Hollister, and buying water from the West Hills Treatment Plant. The next week, I spoke with the staff from Assembly Member Rivas' office and sent the letter to them as well. Due to the unpredictable circumstances, we have been unable to follow up with them.

#### Next Steps

While the COVID 19 Crisis has bought the City some time, we are not taking this for granted. The City is seeking support from elected officials at the State level, applying for grant funds, continuing to work on the Master Plans, and continuing to make improvements to the WTP. At the same time, we continue to strengthen our communications with both regulators. We have a lot do, but are making progress.

#### ATTACHMENTS:

- March 17, 2020 Staff Report to the City Council
- Master Plans and WTP updates
- Letter to Senator Caballero and Assembly Member Rivas



## CITY OF SAN JUAN BAUTISTA CITY COUNCIL REPORT

**AGENDA TITLE:** WATER AND WASTE WATER STATUS REPORT

**MEETING DATE:** March 17, 2020

**DEPARTMENT HEAD:** Don Reynolds, City Manager

---

### **RECOMMENDED ACTION(S):**

That the City Council receive this drinking water and waste water systems status report, discuss its implications, and consider scheduling a Special City Council meeting to discuss follow-up actions.

### **BACKGROUND INFORMATION:**

In July 2018, the former City Manager wrote the State Water Control Board to share the City's strategies to improve conditions at the Waste Water Treatment Plant, ("WTP"), and to stabilize the City's drinking water system. That letter was part of the latest reply from the City to the Central Coast Regional Water Control Board and EPA, copied to the City Council in December of this year and attached to this report. This Background will summarize City efforts between 2018 and 2020.

#### **Waste Water**

Since the July 2018 letter, more than \$600,000 has been spent by the City to improve its waste water treatment plant, removing sludge, and repairing many of the critical components described in the September 2018 "Conditions of Failure Report." The City retained a new plant operator that has worked hard to stabilize the conditions and minimize the violations. On March 6, 2019, the City Manager sent the attached email to the Water Board and EPA describing the City's progress.

In June 2019, the Environmental Protection Agency surprised the City with an unannounced inspection of the WTP. The findings of that inspection were received in October, and the City provided an update and detailed reply in December 2019 (attached). Their reply received January 23<sup>rd</sup>, 2020, follows:

*Dear Mr. Reynolds,*

*Thank you for your detailed response to EPA's October 17, 2019 letter about our Clean Water Act inspection of the City of San Juan Bautista's wastewater treatment plant.*

*I understand from your letter that by March 6, 2020 you plan to dispose of unlabeled chemicals stored at the facility, provide secondary containment for chemicals which will remain, repair baffles in Pond 2, and complete repairs to the UV disinfection system. You've offered to provide quarterly reports on your progress towards bringing the City's wastewater treatment system into compliance with permit requirements, with the first report to be submitted by March 30, 2020.*

*The City, its operators, and consultants should work with Katie DiSimone ([Katie.DiSimone@waterboards.ca.gov](mailto:Katie.DiSimone@waterboards.ca.gov)) at the Central Coast Regional Board to determine what information is needed to apply for a permit reissuance and/or a permit modification.*

*I also understand that the City is working with Karl Bjarke and Akel Associates to complete a Water and Wastewater Master Plan by June 30, 2020. The Master Plan will look at three categories of alternatives for complying with effluent chloride limits; 1) Buy water from an alternative source such as the West Hills Water Treatment Plant; 2) Pump wastewater to the City of Hollister Waste Water Treatment Plant; or 3) Install a city-wide pellet water softener and ban the use of household water softeners.*

*EPA would like to provide an opportunity for you, your operators, and your consultants to present your Master Plan strategy and explain how it will result in compliance with your NPDES permit. At the meeting, we would also take the opportunity to discuss options for formalizing a going-forward compliance agreement between the City and EPA. To that end, could you suggest some dates/times during the second half of February for us to visit the City and meet with you? In attendance would be me, an attorney from EPA Office of Regional Counsel, representatives from the California Regional Board, and the Regional Board's counsel. As such, we ask that you have your attorney attend as well.*

On February 25<sup>th</sup>, the EPA and Water Board Enforcement Division arrived at City Hall with their attorneys. Both regulators expressed frustration and continued concern about the City's WTP. Agreements with both regulatory bodies and the City were discussed, with an understanding that the City's current work on the Master Plans will lead to the ultimate long-term solution.

After 18-months of focused efforts to improve the WTP, the system is stable and functioning correctly. The violations have been reduced to one concern: high levels of salt being discharged into the creek. The WTP was not designed to removed dissolved solids (also referred to as salt, chlorides, and "brine"). Addressing the high chloride issue requires a multi-faceted solution that engages both the waste water process, and the quality of water received at the source.

### Water System

A reliable safe water system requires a “portfolio” of water resources that assures redundancy and contingencies in the event that any single source fails to deliver. The City’s fresh water supply is served primarily by Well 01. This Well delivers pristine water to the community, from a unique source close to the entrance to the Canyon south of San Juan. To complete its “portfolio,” the City has to have multiple sources of water to support Well 01. Efforts over the past 2-years have been focused on securing reliable back-up sources.

In December 2018, the City received notice that the development moratorium imposed by the Drinking Water Division of the Water Board had been removed. This was accomplished after bringing new Wells 05 and 06 on-line to back-up the water produced from Well 1. But more problems ensued when it was determined that a filtration system was needed to remove iron and manganese from the water these Wells produce. Well 5 can be high in iron when not used on a regular basis, so initially the system relied on Well 6, with back-up provided by Well 5. The City invested \$750,000 on the two new Wells, and the filtration system came on-line in September 2019. The Water Board issued the City an interim operational permit that requires continuous testing to assure the highest safety standards are reliably met by the new system.

On February 16, 2020, Well 6 reported increasingly high levels of nitrate. The nitrates had increased to 9.4 microgram per liter, and 10 micrograms is the maximum allowed. In less than a week, the City changed this system back to reliance on Well 5 as the primary source. By February 25<sup>th</sup>, Well 5 was in the lead and Well 6 was placed into reserve status with all systems moving forward. Last week, however, Well 6 test results indicated a nitrate level of 11.4 micrograms per liter. Well 6 is out of commission until further notice.

### **DISCUSSION:**

The City has spent more than \$16 million in the past ten years on its water system. Adding a new storage tank cost the City \$14 million and the debt service is approximately \$500,000 per year. Since 2018, it has spent \$1.5 million fixing its WTP (\$600,000) and adding new wells (\$750,000). A lot has been accomplished but there is still work to do. This discussion will outline the path forward.

### Water System

In a call with the Water Board’s Drinking Water Division on Friday, March 6<sup>th</sup>, 2020, it was clear that the City needs to take immediate action to remove Well 6 from the current system. Then the City must move from reliance on either Well 5 or 6, to a “blended permit.” Here is their summary of the call:

“Here is a recap of our conference call this afternoon regarding the high nitrate levels in Well 06.

- Well 06 may not be discharged into the distribution system until a permit amendment for nitrate reduction treatment has been approved.

- The City will submit a permit amendment application for nitrate reduction treatment for Well 06 by blending the water from Well 05 and Well 06.
- The blending treatment plan must at a minimum, include the following:
  - Well 05 must always come online before Well 06 and shut down after Well 06.
  - The pipeline for the blended water must have a static mixer installed to ensure adequate blending of the water from both wells.
  - A nitrate compliance sample tap must be installed downstream of the static mixer.
  - The blending compliance point will be before the blended water reaches any service connection.

The long-term plan is to remove Well 6 entirely. The City is back to locating a new back-up well (or other source) to support Wells 1 and 5.

### Waste Water System

The EPA and Water Board Enforcement Division require the City to take action related to the WTP. The EPA expressed interest in learning more details about the City's Master Plans, and a two-hour meeting is scheduled on March 17th. They are drafting an agreement for the City to consider that commits it to an action plan that corrects deficiencies at the WTP and will lead to removal of salt from the water discharged into the creek.

The Water Board has re-calculated the fees and penalties associated with the City's years of violations and is proposing "minimum penalties" be assessed that far exceed those considered in 2018. They have also concluded that the City no longer qualifies for the advantages afforded "Disadvantaged Cities, or DAC." DAC status allows the City to reinvest and improve the water systems, instead of paying fines. Without DAC status, it seems like the City will be required to pay fines and pay for the repair of the systems. The Water Board's recent DAC conclusion, and proposed fines are troublesome and are currently under consideration by staff and its experts.

These negotiations with the Water Board are considered confidential. It is proposed that this topic be the focus for special closed session meeting Tuesday March 24<sup>th</sup>. Extra time is needed to clearly understand the Water Board's conclusions, and to evaluate the City's ability to comply.

### Master Plan Status

The EPA and the Drinking Water Division of the Water Board are both very interested in the status of the City's Master Plans. A third meeting between the City's consultant team and the San Benito Water District will occur later this week. The Plans are focusing on better water supplies, and alternatives to discharging the brine water into the creek.

The City is fortunate that there are many options available to source new water. It can be purchased (either treated or untreated) from other neighboring water districts. New wells can be considered. Sourced water treatment with the pellet plant (bought in 2014 but not installed) remains a consideration. All of these options have a cost associated with them, and the study will provide a thorough analysis to determine the best option.

There are also several options available in relation to the disposing waste water. Additional improvements can be made to the existing Plant to reduce the production of sludge by solidifying it and removing it from the site. Taking the sewage to the Hollister treatment plant is a consideration. If a pipe is built between cities using the abandoned Cal Trans right-of-way, can it be shared with other waste water producers along the way, to help pay for a system that removes many end users from the septic systems that contribute to the high nitrate levels in the aquifer? Is there an alternative means to remove just the brine from the water being discharged into the creek? Could it be discharged on the surface of range land, rather than into the creek? The City is fortunate to have several choices moving forward.

One idea that has recently surfaced is whether or not the City wants to be in the water business at all. The volume maybe too small to be managed in a cost effective manner. There is a regional push to consolidate water in this County. Could the City's water systems be incorporated into an existing district? Could smaller surrounding communities join the City in its efforts to pump waste to Hollister and reduce their reliance on septic or on smaller treatment plants? Could a new district be formed that improves water services for the west part of San Benito County?

The Master Plan study is open all and every idea, as solving the City's decade long problem will require a multifaceted solution. In the end, it will require good partnerships with many different stakeholders.

#### Next Steps

Staff will provide monthly status reports to the City Council on the several agendas until this matter improves. The EPA has requested monthly meetings, and the results of these conversations will be shared as well. We expect an "agreement" in draft form from the EPA in April. Efforts to reply to the Water Board's Enforcement Division are subject to "confidential negotiations" and will be shared with the City Council in closed session hopefully as soon as the 24<sup>th</sup> of March.

We are taking steps necessary to amend the City's drinking water permit to allow for blended water that relies on Well 5, taking Well 6 off-line for now. Several system changes are still needed to make this work.

Any solution will require partnerships and funding. Staff is continuing to work with the San Benito Water District and other potential sources to find the best solution to a permanent viable City water source. There are state and federal grants that are being explored, and working with the State and Federal elected representatives are also part of the City's strategy.

#### FISCAL IMPACT:

Fiscal impacts are to be determined at a later date when the facts are better aligned.

#### ATTACHMENTS:

- December 2019 Letter to the EPA
- May 2019 Email to the EPA



Don Reynolds  
City Manager  
City of San Juan Bautista  
831.623.4661 x 14  
831.594.6322 (cell)

**From:** Don Reynolds

**Sent:** Tuesday, December 10, 2019 5:42 PM

**To:** 'citymanager@san-juan-bautista.ca.us' <citymanager@san-juan-bautista.ca.us>;

'sharon.denker@waterboards.ca.gov'; 'Susan.Loscutoff@Waterboards.ca.gov'; 'Erin.Mustain@waterboards.ca.gov'; 'Thea.Tryon@waterboards.ca.gov'; 'Todd.Stanley@waterboards.ca.gov'

**Cc:** Mayor Flores <c.flores@san-juan-bautista.ca.us>; 'Miles@CypressWaterServices.com' <Miles@CypressWaterServices.com>; 'Karl Bjarke' <kbjarke@charter.net>

**Subject:** RE: SJB Response- ENFORCEMENT PROGRAM: CITY OF SAN JUAN BAUTISTA, SAN JUAN BAUTISTA WASTEWATER TREATMENT AND RECLAMATION PLANT, 1120 THIRD STREET, SAN JUAN BAUTISTA, SAN BENITO COUNTY

Hello, I am the "new" City Manager. Please reach out to me when you are able. I need to know what is happening on your end, as I prepare a reply to the EPA.

Don Reynolds  
City Manager  
City of San Juan Bautista  
831.623.4661 x 14  
831.594.6322 (cell)

**From:** citymanager@san-juan-bautista.ca.us <citymanager@san-juan-bautista.ca.us>

**Sent:** Wednesday, March 6, 2019 5:48 PM

**To:** 'sharon.denker@waterboards.ca.gov'; 'Susan.Loscutoff@Waterboards.ca.gov'; 'Erin.Mustain@waterboards.ca.gov'; 'Thea.Tryon@waterboards.ca.gov'; 'Todd.Stanley@waterboards.ca.gov'

**Cc:** c.flores@san-juan-bautista.ca.us; citymanager@san-juan-bautista.ca.us; Miles@CypressWaterServices.com

**Subject:** FW: SJB Response- ENFORCEMENT PROGRAM: CITY OF SAN JUAN BAUTISTA, SAN JUAN BAUTISTA WASTEWATER TREATMENT AND RECLAMATION PLANT, 1120 THIRD STREET, SAN JUAN BAUTISTA, SAN BENITO COUNTY

All:

I wanted to provide some updates to the plan above.

- 1.SJB is marching forward with option 1 (pellet plant). We are in the process of selecting a company to do a thorough assessment of the state of the equipment. We plan to move the equipment within the next 6 months and operationalize the system in FY20.
2. SJB invested \$500K and removed 60% of the sludge in the WWTP.
3. We also invested \$30K in a deep dive Dudek assessment of the plant and have been following up on suggested improvements. These improvements to the plant will improve our effluent quality, lower plant risks and increase efficiencies.
4. We changed WWTP operators from Bracwell to Cypress Water Services

We would like to come give you all an in person update at your convenience. Please let us know what works for you.

Finally, wanted to let you know that I have accepted another assignment in the bay area, but have transitioned this project to Ed Tewes, the interim City Manager. He will be hiring a permanent city manager in the next 3 months. I have offered to the city to continue to be the project manager this project for the city if they would like me to. Finally, there is a good chance that after I complete my assignment, if SJB needs my help in the future, I will return as city manager or Public Works Director. I am a long term resident of this area and want to continue to help the city become compliant in all areas.

Respectfully,

Michaele LaForge  
City Manager, San Juan Bautista, CA

# **CITY OF SAN JUAN BAUTISTA WATER AND WASTEWATER MASTER PLANS UPDATE**

**Date: April 3, 2020**

---

## **CURRENT STATUS**

---

Master Plans are approximately 35% complete

- GIS attributes complete
- Collection and mapping of existing water and wastewater systems data complete
- Initial evaluation packages for water consumption unit factors and sewer flow unit factors complete
- Assembling integrity and deficiency assessment of existing infrastructure
- Future water supply alternatives have been identified and are being evaluated for feasibility
- In the process of evaluating the feasibility of deploying the water softening pellet plant purchased by the City years ago
- Applying to the US Department of Agriculture under the Rural Development program for planning and capital funds for infrastructure improvements

---

## **COMPLETED IN PAST 2 WEEKS**

---

General – Water quality data has been compiled comparing two potential imported water sources. Attached is March 25, 2020 memorandum and comparison of quality parameters from the Betabel well site and from the West Hills Water Treatment plant in Hollister.

General – City has begun the process for applying for grant funds from the US Department of Agriculture. The initial Authorized Representative Request was submitted.

General – Completed initial evaluation packages for water consumption unit factors and sewer flow unit factors. This is critical to determining future infrastructure needs.

April 2, 2020 – WWTP Areas of Concern progress update prepared. Update is attached

---

## **UPCOMING ACTIVITIES/MILESTONES**

---

Unit flow factors to be submitted to the City for review and comment

Complete collection and mapping of existing water and wastewater infrastructure

Develop sustainable models for infrastructure planning and evaluation

Continue identifying deficiencies within existing infrastructure

Continue evaluating future growth needs, including ability of existing wastewater treatment plant and groundwater wells to support projected growth.

Continue evaluating options for imported water (West Hills Treatment Plant, Betabel well) and for treating water on site (pellet plant).

Discuss options for reaching out to the residents (water and wastewater customers) to keep them informed

Continue defining scope request for the USDA grant

---

## NOTES

---

### City of San Juan Bautista Team

- Management Team – Don Reynolds, City Manager; Karl Bjarke, Master Plan Project Manager
- Technical Team – Consulting team of Akel Engineering and Stantec

The COVID 19 crisis demands the full attention of the City Management Team. While progress continues with the Master Plan study, the Management Team's ability to react to and provide direction for activities related to the study could be delayed.

# **CITY OF SAN JUAN BAUTISTA WATER AND WASTEWATER MASTER PLANS UPDATE**

**Date: March 20, 2020**

---

## **CURRENT STATUS**

---

Master Plans are approximately 25% complete

- GIS attributes complete
- Collection and mapping of existing water and wastewater systems data nearly complete
- Future water supply alternatives have been identified and are being evaluated for feasibility

---

## **COMPLETED IN PAST 2 WEEKS**

---

March 11, 2020 – Management and technical team meet with Jeff Cattaneo, District Manager of San Benito County Water District, to discuss feasibility of importing treated water from the West Hills Water Treatment Plant. Mr. Cattaneo confirmed that WHWTP has capacity to service San Juan Bautista. The group also discussed pipeline alignment alternatives and it appears that the majority of easements necessary may already be in place to build pipeline. Issues to be resolved: Determination of alignment and easement needs, financing pipeline, and agreement to purchase water. Mr. Cattaneo updated the team on progress with new well located on Betabel Road, 5 miles west of SJB. Well is to be privately installed and owned with some type of agreement for long-term purchase of water for public use. This is early in the process as SBCWD is awaiting water quality results from well.

March 16, 2020 – Technical team receives water quality results for Betabel well. Chlorides are below State MCL of 250 mg/l, however iron and manganese are above their secondary MCLs of 0.3 and 0.05 mg/l, respectively. Additionally, total dissolved solids are close to the lower secondary MCL of 500 mg/l. The water is also very hard with a value of 300 mg/l as  $\text{CaCO}_3$ .

March 17, 2020 – Management and technical team hold teleconference with EPA rep Adam Howell and State Regional Board rep Katie DiSimone. Purpose was to allow technical team to present Master Plan process to EPA and State and answer questions. City presented efforts to date for acquiring better quality water.

General – Technical team has identified a potential grant opportunity for the City to consider: USDA Water and Waste Disposal Loan and Grant Program – funds available to small jurisdictions to potentially pay for needed infrastructure.

---

## **UPCOMING ACTIVITIES/MILESTONES**

---

Complete collection and mapping of existing water and wastewater infrastructure.

Develop sustainable models for infrastructure planning and evaluation.

Continue identifying deficiencies within existing infrastructure

Continue evaluating future growth needs, including ability of existing wastewater treatment plant and groundwater wells to support projected growth.

Continue evaluating options for imported water (West Hills Treatment Plant, Betabel well) and for treating water on site (pellet plant).

Discuss options for reaching out to the residents (water and wastewater customers) to keep them informed.

Pursue USDA grant

---

## **NOTES**

---

City of San Juan Bautista Team

- Management Team – Don Reynolds, City Manager; Karl Bjarke, Master Plan Project Manager
- Technical Team – Consulting team of Akel Engineering and Stantec



## **Cypress Water Services**

P.O. Box 615

Castroville, CA 95012

831.920.6796 Office

408.766.7618 Fax

[miles@cypresswaterservices.com](mailto:miles@cypresswaterservices.com)

April 2, 2020

Don Reynolds  
City Manager  
City of San Juan Bautista

Re: WWTP Areas Of Concern Progress Update – Summary Of Equipment Maintenance/Upgrades At Plant

Dear Mr. Reynolds,

I've put together this letter to provide you with an update on the progress made on the items listed by the SWRCB/EPA during their inspection in 2019. I've also included a list of maintenance/upgrades performed at the plant for your reference.

### **Areas of Concerns Addressed**

Following is the list of items addressed and any supporting information:

- Pond 2 Baffles - The pond baffles are still provide functionality below the water line however they do not reach above the water level in some locations. To remedy this CWS has installed 6" SDR pipe which now floats in the general area of the baffles and helps lock-in floatable solids in their respective cell. There are two (2) new floating barrier systems supporting the three cells in the pond. Photos were included submitted in the 2019 4<sup>th</sup> Quarter Report.
- Calibrations Records – A new calibration log has been created and has been left at the plant office. This log contains onsite calibration of all handheld devices used by our operators and any annual calibration certificates by third party vendors for flows, etc. CWS included annual flow meter certs to the SWRCB/EPA in 2019 reporting.
- Unlabeled Chemical Drums – CWS has removed all empty drums from the site. All unlabeled drums have been labeled, moved to the chemical storage area at the entrance of the plant and placed on spill containments
- Spill Containment Kit, Spill Prevention & Response Plan – CWS has purchased a spill containment kit which is clearly labeled inside the plant office. We have also generated a formal Spill Prevention & Response Plan which is in its final review process and will be included in the 2020 WWTP Q1 Report submittal

- Effluent Total Coliform Compliance – Since replacing all the UV system quartz sleeves and bulbs we have consistently decreased TC positives. **Currently in 2020 we are compliance for all coliform parameters of our permit**
- Effluent Ammonia Compliance – SJB WWTP has been in compliance for the last two quarters of 2019 and we are working hard to continue this trend in 2020

#### **Plant Maintenance/Upgrades Since December 2018**

- Pond 1 Mixers – Multiple mixer motors have been rebuilt or replaced since 2018. Much effort and expense dedicated to the mixers complete functionality and at this time all mixers are operational
- Waste Pump – A new waste pump was specified and replaced in 2019
- Pond 2 Sludge Accumulation – A large quantity of sludge was removed at the end of 2018 however we still deal with sludge not removed in Pond 2 C area. CWS removes manually with portable pumps once to twice a month as needed to meet compliance until a permanent solution is developed
- Pond 2 Baffle Remediation – CWS has installed floating barriers to support the current ponds' baffles
- Recycle Pump & Flotilla – CWS upgraded both the flotilla and the pump (larger capacity) in 2019. These upgrades support enhanced ammonia removal
- Potential for Filter Clogging – CWS installed a manifold to assist if this ever happens
- UV/Disinfection System – CWS replaced all lamps & sleeves recently which has greatly improved our compliance for Total Coliform. We also now have a large reserve of these items (a few years worth)
- Influent Liftstation Control Panel – CWS replaced the PLC & HMI at this station in 2019

This completes the WWTP Area of Concerns update and Summary Maintenance/Upgrades performed. Please reach to directly by phone or email if you wish to discuss these matters further or need further clarification on my responses.

Sincerely,



Miles Farmer  
831-594-2620 (cell)  
Chief Operator, Cypress Water Services  
[miles@cypresswaterservices.com](mailto:miles@cypresswaterservices.com)





# City of San Juan Bautista

*The "City of History"*

P.O. Box 1420  
311 Second Street  
San Juan Bautista  
California 95045  
(831) 623-4661  
Fax (831)623-4093

**City Council  
Mayor**  
César E. Flores

**Vice V. Mayor**  
Mary Edge

**Councilmember**  
John Freeman

**Councilmember**  
Dan DeVries

**Councilmember**  
Leslie Jordan

**City Manager**  
Don Reynolds

**City Clerk**  
Laura Cent

**City Treasurer**  
Chuck Geiger

March 11, 2020

Senator Ann Caballero  
District 12  
State Capital, Room 5052  
Sacramento CA 95814  
Sent via Email

Dear Senator:

The City is grateful for your interest regarding the City's water problems. When the City Attorney and I (City Manager) talked with your staff, we were concerned that excessive fines threatened by the Regional Water Control Board's Enforcement Division, would trigger additional federal fines and place the City's fiscal solvency into complete jeopardy, without resolving the pollution problem. While the City appreciates help paying the estimated \$820,000 fine, it really needs help funding the capital to fix this chronic water pollution problem in San Juan Bautista.

The City of San Juan Bautista hereby requests \$23 million dollars from the State of California to permanently end its current release of contaminated water (too much salt) into a creek known as a US Waterway from its 50-year old waste water treatment plant, ("WTTP"), and to source fresh water imported from a treated water plant facility near Hollister, to provide clean water that does not add salt to the current water system. We are exploring many options, but if the City could afford to resolve this decades long issue right now, this is the best recommended path.

For decades the City's discharge into the creek from its WTTP has been too high in salt, and today, after its third meeting with the San Benito Water District it was agreed by all in attendance that the best solution is to pump the waste water to the Hollister Treatment Plant and end its reliance upon the water way for discharge. This would end the City's violations, and end its relationship with the EPA. The cost was estimated to be \$15 million dollars, and include a 5.95-mile 12-inch sewer line supported by two lift stations along the existing Highway 156 from San Juan Bautista to Hollister. A critical part of the problem that will also need to be addressed is to import water that does not contain high levels of salt to begin with. All local ground water sources are high in salt, and many are also high in nitrates. The Sunnyslope Water treatment plant located west of Hollister has capacity to send clean treated water to the City that can be blended with its ground water to reduce the amount of salt entering the City's system. This second step would cost the City approximately \$8 million. These two projects will end the City's water problems.

The City of San Juan Bautista has been the focus of enforcement from the Water Control Board and the Environmental Protection Agency for decades, and at a meeting held in the City Council Chambers February 25<sup>th</sup>, 2020, it was brought to the City's attention that serious systematic changes must occur immediately. The City was referred to by the Central Coast Regional Water Control Board Enforcement Division as one of the State's most serious offenders. It was told that fines had been re-calculated and that the City would have to pay more than \$820,000, plus find the resources to fix the contamination issues. The City was informed that it no longer qualifies as a disadvantaged community ("DAC"). This is critical because if this assertion cannot be refuted, it would mean that the City must pay the fines as well as fix the problem. Having to do so may cause the City to seek other non-conventional means of debt consolidation, up to and including bankruptcy. It also means that the City is not eligible for grant funds from the Safe and Affordable Drinking Water Fund that could otherwise be leveraged to pay for the ultimate solution.

The City has been working hard for more than 2-years to correct the abundance of salt in its water sources and water discharged into a local waterway, and has come to several solutions. The solutions presented here are not all of the solutions that may be considered, but are permanent answers and solid investments. We are happy to talk with about other options.

The City's technical team is optimistic that other funding sources can be identified as well. Recent conversations with the USDA indicates that the City remains eligible for these grants, and because it processes waste water for local growers at its WTP, it will also help the local agricultural industry serve its needs (Taylor Farms/Earthbound Farms and Four-Leaf Farms). It is also possible that the San Benito Water District will help the City fund a project of this nature. They collect a property tax from all county residents to help maintain the aquifers in the local watershed, and funds exist to help divert water from the creek to Hollister's regional water treatment facility. The City's enterprise funds are maximized in their ability to incur additional debt, after borrowing \$11 million in 2013 to stand up the new water tower for the fresh drinking water system. But by means of a rate study, the ability to refinance debt is being considered and that may loosen up some fiscal capacity directly from City sources.

The sooner funds are invested to resolve these water issues, the less the ultimate solution will cost. With construction cost escalating at 5-10% a year, in five years this solution will increase by 25% or close to \$600,000. The City must resolve its water issues sooner than later.

Attached is a March 17, 2020 City Council "Water and Waste Water Status Report" that will be presented this Tuesday's Council meeting. It provides the background needed to justify the City's urgent need for help. It also presents other permanent solutions to the City water issues that may be less costly than buying water from the Sunnyslope Treatment Plant.

I hope that this request is an introduction to the City's current water problems. I hope that it will stimulate further conversations moving forward, with a shared and agreed upon solution, brought forward by a variety of stakeholders and funding sources. We are happy to discuss any help you can offer.

This is not a simple issue, and the City does not expect to find a simple solution. I have a team of technical experts ready to dig into details if necessary. Please contact me by cell phone if you need additional details or have any questions: (831) 594-6322.

On behalf of the Mayor and City Council of the City of San Juan Bautista, thank you for your interest in helping the City resolve its water issues. Your time and energy are greatly appreciated! Thank you.

Respectfully Submitted,

Don Reynolds



City Manager

CC: Mayor and City Council

Attachment: March 17 2020 Water Status Report for the City Council



## CITY OF SAN JUAN BAUTISTA CITY COUNCIL REPORT

**AGENDA TITLE:** WATER AND WASTE WATER STATUS REPORT

**MEETING DATE:** April 21, 2020 (update to Item 6B from March 17, 2020)

**DEPARTMENT HEAD:** Don Reynolds, City Manager

---

### **BACKGROUND INFORMATION:**

A comprehensive overview of the City's water and waste water systems was submitted as Item "#6B") for the City Council's consideration March 17, 2020. Since that time, staff has continued to make improvements to the Waste Water Treatment Plant ("WWTP") and continues to work on the Master Plans for both systems. Described in the March 17, 2020 staff report is a new communication commitment between the City and its water regulators the State Water Regional Resources Control Board and the Environmental Protection Agency. Staff's reply in December 2019 to both Agencies suggested a 90-day update, and after meeting with them February 25<sup>th</sup>, they asked for Master Plans to be updated monthly.

### **DISCUSSION:**

Four attachments are being provided for the City Council's consideration as an update to the March 17, 2020 staff report: 1) March 20 Master Plan update, 2) April 3 Master Plan Update, 3) the 90-day WWTP update, and 4) copy of the letter sent to Senator Caballero and copied to Assembly Member Rivas.

#### **Water System**

The City is in the process of applying for a new "blended permit" from the Drinking Water Division of the Water Board. When the Nitrates exceeded the legal limit last month, the City was provided specific direction about how to apply for and receive a blended permit. Some capital outlay is required.

Work continues to complete the two-year project wrapping up several details at Wells 5 and 6. Some of these changes are due to the switch from the primary source of Well 6 to Well 5. A new Telemetry system is one of the last steps to be completed.

Two large storage tanks are on order to help store water when the filter has to be flushed. This solution is necessary because of the 4-inch line that limits the ability of the sewage lift station to

pump the waste water from the flushing. This lift station is being re-vamped for its own PGE control panel, as required by the Coke Farms agreement. It is being designed for larger pumps that will also help mitigate this problem. It has been at PGE for review of two months.

### Waste Water System

Attached is Cyprus Water Services 90-day report on the WTPP dated April 2, 2020. Since sending this report, we have not received any concerns from the EPA or Water Board. It confirms that in 2020, the City is in compliance with all coliform levels in the effluent discharge. This does not impact the salt in the discharge. The current system is not designed to remove the dissolved solids.

### Master Plan Status

The two status reports attached to this report show the City making good progress toward its goal of having a completed study by June, 2020. GIS and mapping are completed. Water quality data is being analyzed from current sources and alternative sources. Evaluations are being completed for water flow analysis and water consumption factors.

The City and the consulting team have opened a grant application with the USDA. This is for the Rural Development grant program, and we are well on our way to completing this application in the next month or so. This is good news in light of the fact that the Water Board has determined we are no longer eligible as a DAC- Disadvantaged Community (however, the City's unemployment rate has changed since February 25<sup>th</sup>). And since beginning this grant application, the RD-USDA program received a real boost in funding from the CARES Act. Maybe these different factors will merge together in the City's favor.

Lastly, the City Attorney and City Manager spoke with Senator Caballero's office February 26<sup>th</sup>, and they requested a letter summarizing our Water situation. This Attached letter suggests the most expensive solution to be close to \$23 million dollars; sending wastewater to Hollister, and buying water from the West Hills Treatment Plant. The next week, I spoke with the staff from Assembly Member Rivas' office and sent the letter to them as well. Due to the unpredictable circumstances, we have been unable to follow up with them.

### Next Steps

While the COVID 19 Crisis has bought the City some time, we are not taking this for granted. The City is seeking support from elected officials at the State level, applying for grant funds, continuing to work on the Master Plans, and continuing to make improvements to the WTPP. At the same time, we continue to strengthen our communications with both regulators. We have a lot do, but are making progress.

### ATTACHMENTS:

- Master Plans and WTPP updates
- Letter to Senator Caballero and Assembly Member Rivas